

COLLECTIVE BARGAINING AGREEMENT

By and Between

**BOARD OF EDUCATION OF
SOUTHWESTERN OREGON
COMMUNITY COLLEGE DISTRICT**

and

**SOUTHWESTERN OREGON COMMUNITY COLLEGE
CLASSIFIED FEDERATION, LOCAL 3972,
AFT, AFL-CIO**



July 1, 2010 to June 30, 2011

PREAMBLE

This Agreement is entered into between the **Southwestern Oregon Community College Classified Federation, Local 3972 of the American Federation of Teachers, AFL-CIO**, affiliated with AFT-OREGON, hereinafter called the Federation, and the **Board of Education of Southwestern Oregon Community College District**, hereinafter called the Employer. The term "Employer" or "College" used hereinafter shall mean the Board of Education or its lawfully delegated representatives.

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Federation as the exclusive bargaining representative for all full-time classified employees and all part-time classified employees who are scheduled to work a minimum of one hundred twenty (120) hours in any twelve (12) consecutive week period, excluding supervisory and confidential employees as defined by ORS 243.650(6) and (23), administrative employees, and faculty, casual employees, and temporary employees.

ARTICLE 2 - EMPLOYEE AND POSITION DEFINITIONS

2.1 Employee Definitions:

A.

1. Probationary Employee: A probationary employee is an individual employed by the Employer for the initial one thousand forty (1,040) hours of compensation directly from the employer, but not to exceed six (6) calendar months of employment within the bargaining unit. The employer will provide a mandatory training program/plan for all new employees with a mandatory evaluation at the end of the initial probation. The failure to provide training will be subject to the grievance process.
2. Extension of Probation. The Employer and Federation will mutually agree to any extensions of an employee's probationary period for an additional (but not to exceed) five hundred twenty (520) hours of compensation directly from the Employer but not to exceed three (3) calendar months. The employee and the Federation shall be given a copy of the extension and the reason(s) for the extension.
3. Application of Agreement. Probationary employees shall have no seniority rights and may be discharged with or without cause at any time at the discretion of the Employer but must have a Federation representative present at termination. During the first 1040 hours of initial probation, probationary employees are eligible to accrue and use any employee benefits, except as set forth in Article 19.3, Vacation. Probationary employees are not eligible for any salary increase except as solely determined by the Employer. Discharge of employees during this probationary period, including an extension, shall not be subject to the grievance process under this Agreement with the exception in paragraph A.1 above (training). Probationary employees may be full-time

employees as set forth in Section 2.1 B or part-time employees as set forth in Section 2.1 C or D.

- B. Full-time Employee: A full-time employee is an individual who is regularly scheduled to work thirty-two (32) or more hours per week.
- C. Part-time Twenty (20) Hour Employee: A twenty (20) hour part-time employee is an employee who is regularly scheduled to work at least twenty (20) hours but less than thirty-two (32) hours per week.
- D. Part-time Ten (10) Hour Employee: A ten (10) hour part-time employee is an employee who is regularly scheduled to work at least ten (10) but less than twenty (20) hours per week.
- E. “Regularly Scheduled” in Section 2.1: For the purpose of Section 2.1 B, C and D to be considered “regularly scheduled” the employee must work a minimum number of hours in a calendar quarter as set forth below:

- 1. Full-time employee as defined in Section 2.1 B = 416 hours
- 2. Part-time twenty (20) hour employee as defined in Section 2.1 C = 260 hours
- 3. Part-time ten (10) hour employee as defined in Section 2.1 D = 130 hours
- 4. Calendar Quarter Definition:
 - Quarter 1 = January – March
 - Quarter 2 = April – June
 - Quarter 3 = July – September
 - Quarter 4 = October - December

In the event that an employee assigned to one employment classification becomes "regularly scheduled" as set forth above, to an employment classification of more hours, i.e., a Part-Time Ten (10) Hour Employee working at least two hundred sixty (260) hours or a Part-Time Twenty (20) Hour Employee working at least four hundred sixteen (416) hours in a calendar quarter, the employee shall receive the contractual benefits of that higher classification for the next calendar quarter. In no case shall the Employer be required to modify the employee's employment classification, or his/her salary level.

- F. Regular Employee: A regular employee is either a full-time or part-time employee who has successfully completed his/her initial probationary period.
- G. Temporary Employee: A temporary employee is either a full-time or part-time employee who is hired to fill a vacant position for duration no longer than five hundred twenty (520) hours per fiscal year or to fill a temporary position as defined in Section 2.2 B.

2.2 Position Definitions:

- A. Regular Positions: Regular positions are defined as Employer identified regular positions which are to be filled and are not temporary positions.
- B. Temporary Positions: Temporary positions are defined as Employer identified temporary positions, which occur when:
 - 1. A position is for duration of not more than five hundred twenty (520) hours work in the position per fiscal year. For an employee in a bargaining unit position who also performs additional work in a temporary position, only the hours worked in the temporary position shall be counted towards meeting the 520 hours set forth above.
 - 2. A position occurs when a regular employee is on an approved leave of absence regardless of its duration
 - 3. A position occurs when an employee is filling a temporary position in accordance with Section 10.2 B; or
 - 4. A position occurs when an employee is engaged in training or for in-service programs.
 - 5. The duration of the temporary positions set forth in 2.2 B (1) may be extended upon mutual agreement between the Employer and the Federation.
- C. Temporary Special Project Positions
 - 1. A position that is mutually determined as necessary by the Employer and the Federation.
 - 2. This position should not normally exceed 520 hours per fiscal year. In unique situations, agreed upon by the employer and the federation, the length of time can be extended.

ARTICLE 3 – FEDERATION RIGHTS

- 3.1 The Federation and its members shall have the right to use the College facilities for meetings without charge, provided that such use shall not interfere with nor interrupt normal college operations, nor shall cause increased operational costs to the college, and that arrangement for such use shall be made in accordance with established procedures. The Federation shall pay for the use of the facilities that involves increased operational costs, including but not limited to additional custodial and maintenance services, technical support or use of specialized facility equipment such as sound and audio-visual systems in the Performing Arts Center.
- 3.2 The Federation President or another designated Federation member shall be provided with a copy of the College's Employment Status form for classified employees within seven (7) calendar days from the time the Human Resource Department receives the completed form.

The status form shall include the employees' names, addresses, date of hire, job titles, pay code and salary, including salary level and step. This information shall be held in confidence by the Federation officers and only used for Federation business.

- 3.3 Duly authorized representatives of the Federation shall be permitted to transact official Federation business on the college campus.
- 3.4 The Federation shall have the right to use College equipment, including but not limited to typewriters, personal computers, duplicating equipment, calculating machines and all types of audiovisual equipment, without costs, when such equipment is not otherwise in use for instructional purposes, provided no additional cost to the College is incurred.
- 3.5 The Federation shall also have the right to use College materials and supplies incidental to such use of equipment at cost.
- 3.6 The Federation shall have the right to use classified bulletin boards for posting notices of its activities and shall have the use of other internal channels of communication on campus, including but not limited to the SWOCC newsletter, and classified employee mailboxes, for communications with classified members. All mass distributions shall clearly indicate the Federation as the distributor of the material.
- 3.7 The Federation shall be entitled to an ex officio position at all Board of Education meetings and District Budget Committee meetings, and shall be allowed to enter and speak on agenda items in accordance with Board of Education policy.
- 3.8 The Federation shall be furnished agendas, minutes, published budgets and study materials at the same time and in the same form as those furnished the Board of Education except for that information which, in its current stage of discussion, must be considered confidential to prevent public embarrassment to an individual, individuals or the college, in accordance with Oregon State law. Such information shall not include the President's letter of transmittal.
- 3.9 The Employer shall furnish the Federation one (1) copy of all official Board of Education minutes.
- 3.10 Employees shall not conduct Federation or Union business on the Employer's work time except as expressly set forth in Section 3.11.
- 3.11 Contract administration meetings shall be at times mutually scheduled by the Federation and the Employer. Time spent by the grievant, a representative designated by the Federation and/or members of committees designated by the Employer to attend such meetings shall result in no loss of pay if the meetings occur during normal working hours, and shall require no additional compensation directly from the Employer if beyond normal working hours.
- 3.12 The Employer shall reproduce this Agreement and distribute it to all present employees.
- 3.13 For any new employees hired during the term of this Agreement, the Employer shall provide the following information:

- A. A copy of this Agreement;
- B. A job description of duties for the position;
- C. Materials pertaining to benefits provided by the Employer;
- D. Information provided by the Federation;
- E. Other materials of interest to new employees, such as services and facilities available for use.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 The Employer retains and reserves to itself all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law, including but not limited to the right to:

- A. Determine and revise the purpose, mission, objectives and policies and procedures of the College.
- B. Determine the management and administrative organization of the College and the selection of employees for administrative and supervisory positions.
- C. Determine the type and location of facilities and equipment, including the establishment of new facilities and the closure or relocation of existing facilities.
- D. Manage the affairs of the College to maintain order and efficiency and to determine the methods, means, procedures and personnel required to conduct College programs.
- E. Determine the financial policy, budgeting, and accounting procedures and reports. When the Board determines that economic conditions prevent the College from opening or seriously affects the operation of its facilities or programs (e.g., state funding reduced by five percent (5%) or ore), the Employer may declare a financial emergency.
- F. Establish and revise the College calendar.
- G. Administer the personnel system of the College, including but not limited to the recruitment, screening, selection, appointment, evaluation, training, retention, promotion, assignment, transfer, discipline, supervision, demotion and discharge of employees.
- H. Direct, supervise, schedule and assign the work force, including but not limited to determining the place of work, the number of employees, and the allocation and assignment of work to employees.
- I. Establish standards and criteria for job performance.
- J. Create, combine, modify or eliminate any employee jobs.
- K. Contract out work, in whole or in part, when it determines that such is necessary for efficiency, economy, quality, emergency or other college considerations. Before

implementing a decision to contract out work resulting in a layoff of currently working bargaining unit employees, the Employer agrees to negotiate the decision and/or the effects of the decision on affected employees with the Federation. However, the Employer reserves the right to implement its contracting out decision sixty (60) calendar days after first notifying the Federation of its intention to contract out. The Employer agrees to be available to meet with the Federation to begin negotiations within ten (10) calendar days after the notification to the Federation.

- 4.2 The exercise by the Employer of the powers, rights, authority, duties and responsibilities in Section 4.1 and the adoption of policies, rules, procedures, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement including all authority rights, functions and powers not specifically abridged, deleted or modified by the Agreement.
- 4.3 The Employer reserves the right to conduct employee evaluations as it deems appropriate, including evaluating an employee ninety (90) days before his/her anniversary date.
- 4.4 All employees shall comply with rules and regulations, which are not inconsistent with this Agreement, which from time to time may be promulgated by the Employer, including, a campus smoking policy and drug and alcohol policy.

ARTICLE 5 – FEDERATION SECURITY

- 5.1 The Employer agrees to deduct the regular Federation membership dues once each month from the pay of those employees who individually request, in writing, that such deductions be made. The amount to be deducted shall be certified to the Employer by the Treasurer of the Federation.
- 5.2 Consistent with applicable statutes, the Employer agrees to deduct, each month, a fair share fee in lieu of dues from the pay of those employees who do not request deduction for regular Federation membership dues. The amount to be deducted shall be certified to the Employer by the Treasurer of the Federation; provided, however, that the fair share fee in lieu of dues shall not exceed the amount established for regular monthly Federation membership dues. The Federation agrees to provide the Employer with any information relating to fair share procedures and/or practices required by federal or state statute.
- 5.3 The aggregate deductions for membership dues and fair share fees shall be remitted together with an itemized statement to the Treasurer of the Federation by the 10th day of the succeeding month after such deductions are made.
- 5.4 The Federation and the Employer agree that the rights of non association of any employee, based upon bona fide religious objections as specified in Subsection (1) of ORS 243.666 shall be protected by that statute.
- 5.5 Voluntary Committee on Political Education (hereinafter referred to as C.O.P.E). Payroll Deductions: The Employer and the Federation agree that upon written request on a form provided by the Union, members of the Union may have voluntary C.O.P.E. contributions deducted from their paychecks. The amount to be deducted will be certified by the Treasurer.

The amount will be forwarded to the Union with regular dues and Fair Share deductions, with the C.O.P.E. amount so specified.

- 5.6 The Federation shall indemnify and save the Employer harmless from all actions taken by the Employer in compliance with this Article.

ARTICLE 6–NONDISCRIMINATION

- 6.1 The Federation and the Employer agree that the provisions of this Agreement shall be applied equally to all classified employees without discrimination as to age, race, religion, sex, sexual orientation, national origin, disability, marital status, political activity or union activity, and other protected status in accordance with applicable law.
- 6.2 Allegations of discrimination in violation of state or federal laws for which there exist external remedies shall not be grievable under this Agreement. However, complaints of unlawful employment discrimination or harassment should be immediately filed according to the Employer's complaint procedure set forth in its Equal Opportunity Plan and Affirmative Action Program.
- 6.3 The Federation agrees that classified employees shall provide services in a manner, which does not violate the terms of this Article. Classified employees shall not discriminate against other College employees in violation of this Article.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

7.1 Workweek

- A. For full-time employees the normal workweek shall be four (4) to five (5) consecutive days, Sunday through Saturday. For any part-time employees the normal workweek shall be Sunday through Saturday.
- B. Notwithstanding Section 7.1 A to the contrary, for full-time and part-time employees with a seniority date prior to July 1, 1991, their normal workweek shall not include Sunday unless:
1. Employees are employed in any of the following positions: teacher aids, security, one (1) custodian, one (1) admissions clerk, one (1) library position, switchboard operator, and secretary to the coordinator of fire science; or
 2. Employees are filling a vacancy as set forth in Section 10.1.
- C. The Employer, at its discretion may establish a workday of ten (10) hours and a workweek of any four (4) consecutive workdays for some or all employees. Before implementing this decision, the Employer agrees to negotiate with the Federation the decision and the effects of the decision on affected employees. However, the Employer reserves the right to implement its decision thirty (30) calendar days after first notifying

the Federation of its intent to establish a workday of ten (10) hours and workweek of any four (4) consecutive workdays. The Employer agrees to be available to meet with the Federation to begin negotiations within ten (10) calendar days after the notification to the Federation.

- D. At the Employer's discretion a non-consecutive workweek may be established for not more than two (2) newly created positions in any of the following areas:
1. Public Safety;
 2. Custodian;
 3. Athletic/PE Cage;
 4. Positions directly associated with student activities; and/or
 5. Positions directly associated with the Performing Arts Center.

7.2 Modifying an Employee's Workweek or Shift:

A. Permanent Change:

For full-time employees three (3) weeks advance notice shall be given an employee prior to permanently changing his/her workweek or shift. For part-time employees one (1) week advance notice shall be given an employee prior to permanently changing his/her workweek or shift.

B. Temporary Change:

For full-time employees one (1) week advance notice shall be given an employee prior to temporarily changing his/her workweek or shift. For part-time employees, no advance notice shall be required prior to temporarily changing his/her workweek or shift. For the purpose of this section a temporary change shall be defined to mean a change of three (3) calendar months or less.

C. The three (3) weeks or one (1) week advance notice shall not apply if:

1. The Employer calls employees to work outside their regular shift on any day of the workweek or on Sunday for scheduled events, for employee absences, for formal student registration, or for an emergency.
2. The Employer modifies an employee's start time within two (2) hours of their normal start time; or
3. At the time of an employee's hire, he/she was assigned a variable workweek and/or work shift.

7.3 Workweek Preference:

- A. For full-time employees, assignments to a workweek that include Saturday and/or Sunday shall be offered to the senior employee, with the same or similar job title or a similar job at the same or similar job site/office who in the Employer's judgment, is

qualified as defined in 14.1(B) to perform the required work. For the purpose of this Section, a similar job is defined to mean that the similar job contains the same essential job duties compared to the employee's present job. In the event no senior qualified employee with the same or similar job title and at the same or similar job site/office accepts such an assignment, the Employer reserves the right to assign the workweek to the least senior employee with the same or similar job title at the same or similar job site/office who in the Employer's judgment is qualified as defined in Section 14.1(B) to perform the required work.

- B. Whenever possible, part-time employees with the same or similar job title at the same or similar job site/office shall be assigned to work on Saturday or Sunday before assigning full-time employees.

7.4 Shift Preference For Full-time Employees: For full-time employees, assignments to a shift shall be offered to the senior employee with the same or similar job title or a similar job and at the same or similar job site/office, who in the Employer's judgment, is qualified as defined in Section 14.1(B) to perform the required work. For the purpose of this Section, a similar job is defined to mean that the similar job contains the same essential job duties compared to the employee's present job. In the event no senior qualified employee with the same or similar job title and at the same or similar job site/office accepts such a shift assignment, the Employer reserves the right to assign the shift assignment to the least senior employee with the same or similar job title and at the same or similar job site/office who in the Employer's judgment is qualified as defined in Section 14.1(B) to perform the required work.

7.5 Shift Differential: Full-time regularly scheduled classified employees having a designated swing and/or graveyard shift shall be paid a shift differential for hours actually worked. However, shift differentials shall not be paid for any paid time off.

A. Swing shift has a designated starting time between 3:00 pm. – 10:29 pm. and shall be paid thirty cents (.30) per hour as a shift differential for hours actually worked.

B. Graveyard shift has a designated starting time between 10:30 pm – 4:00 am. and shall be paid forty cents (.40) per hour as a shift differential for hours actually worked.

7.6 Overtime Assignment:

A. The Employer reserves the right to require reasonable daily or weekend overtime assignments unless excused by the Employer. (Overtime for custodial staff shall be awarded on a rotating basis among employees on the shift requiring the overtime work, unless special skills are required.)

7.7 Overtime Work:

A. Overtime work is defined as hours actually worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) workweek. However, during periods when employees are working a ten (10) hour day within a four (4) day workweek, daily overtime work shall be defined as actual work in excess of ten (10) hours in one (1) day rather than the above eight (8) hours.

- B. Employees must obtain prior authorization and approval from their immediate supervisor or an appropriate administrator prior to working any overtime hours.
- C. For the purpose of this Article a workweek shall be defined as beginning Sunday and ending Saturday at 11:59 P.M., except as otherwise determined by the Employer.

7.8 Computing Overtime Work:

- A. For the purpose of computing overtime work, only hours actually worked shall be counted.
- B. Hours worked by an employee because they have exercised flex time as set forth in Section 7.12 shall not be counted as hours worked for the purpose of computing overtime work.
- C. Paid time off including but not limited to holidays, vacations, leaves with pay, and/or other paid hours not actually worked shall not be counted for the purpose of determining overtime work.

7.9 Overtime Pay:

- A. Pay for actual overtime hours worked shall be at the rate of one and one-half (1½) times the employee's regular rate of pay. However, in lieu of overtime pay as set forth above, employees may request compensatory time off as set forth in Section 7.10.
- B. Work outside an employee's normal workweek as set forth in Section 7.1, shall not entitle employees to overtime pay except as set forth in this Section.

7.10 Compensatory Time:

- A. Upon mutual agreement between the Employee and the Employer, the Employee shall accrue compensatory time with pay at the rate of one and one-half (1½) hours for every overtime hour worked in lieu of overtime pay as set forth in Section 7.9.
- B. Employees may accrue up to two hundred forty (240) hours of compensatory time during a fiscal year. No more than eighty (80) hours of compensatory time may be carried from one fiscal year to the next fiscal year.
- C. Any employee who has accrued more than eighty (80) hours of compensatory time at the end of a fiscal year shall be paid in cash for the excess hours.
- D. Any employee who has accrued two hundred forty (240) hours of compensatory time during a fiscal year shall be paid in cash for any additional hours of approved overtime work.
- E. Part-time ten (10) hour employees are ineligible for compensatory time accrual.

7.11 Minimum Work: Employees called to work outside their regular shift or workweek shall

receive a minimum of two (2) hours work at the applicable rate. In the event two (2) hours work is not required, employees shall receive a minimum of two (2) hours pay. Such application shall not apply to early beginnings or extensions of regular shifts.

7.12 Flex Time:

- A. An employee working twenty (20) hours or more per week may request in writing unpaid time off for personal business. With the written concurrence of the supervisor, the unpaid time off may be arranged but normally not to exceed four (4) hours per week. The time shall be made up within the pay period and overtime shall not accrue for the made up time. The time off must be taken by the employee as scheduled with the supervisor unless the supervisor requires the employee to cancel their scheduled time off because of conditions beyond the Employer's control.
- B. This Section is expressly intended as a waiver of the provision of ORS 279.340 as is required by ORS 279.342 (5) (b).

ARTICLE 8 – SALARIES

- 8.1 The minimum salaries effective during the term of this Agreement are set forth in Appendixes A-1 and A-2, and incorporated by reference and constitute part of this Agreement.

Effective July 1, 2004, employees shall be frozen in their step and shall not be entitled to receive any further step increases, except as otherwise provided in a subsequent collective bargaining agreement.

Appendices A-1 and A-2 are subject to subsequent bargaining as outlined in Article 27 to determine an appropriate longevity pay increase schedule. Restructure of Appendixes A-1 and A-2 is currently scheduled to become effective no later than July 1, 2009.

All employees will receive a 3% increase in pay based on Appendixes A-1 and A-2, retroactive to July 1, 2007. All employees will receive an additional increase of no less than 3% in pay on July 1, 2008 for the 2008/09 fiscal year. If the Portland CPI is greater than 3% for the 2008/09 year employees will receive the difference between the 3% and the CPI as an additional COLA increase effective July 1, 2008.

Compared to the prior year, should a five percent (5%) or more reduction occur in the Employer's 2007-2008 and/or 2009-2010 General Fund revenues due to legislative action, the Employer reserves the sole and exclusive right to open this Agreement for the purposes of renegotiating the applicable monthly and hourly salary schedules, and the Employer's health and welfare contributions set forth in Section 20.1 and 20.2. In the event the Employer opens this Agreement for renegotiations, it shall notify the Federation in writing of its intention to open and renegotiate the above provisions. The Employer and the Federation shall agree to meet within ten (10) working days of the College's receipt of notification of financial reduction to negotiate replacement sections to this Agreement. Upon the Employer submitting such written notice to the Federation, employees shall continue to be paid in accordance with the then current salary schedule and Sections 20.1 and 20.2 until replacement

provisions have been negotiated or the Employer implements replacement sections in accordance with the Public Sector Bargaining Act.

8.2 The minimum salaries set forth in Appendixes A-1 and A-2, and any subsequent monthly and hourly schedules are minimums and from time to time, employees may receive salaries that are greater than those provided in these Appendixes. Such greater salaries are paid at the sole discretion of the Employer and may be discontinued at the Employer's sole discretion. The exercise of this discretion shall not be subject to the grievance procedure. A new employee may be hired anywhere in the effective salary range.

A. New members will typically be hired at the entry step in the appropriate level. If the applicant possesses exceptional qualifications, the applicant may be placed higher than the entry level.

B. Placement above the entry level will take into consideration the salary of current employees relative to their comparable experience, knowledge, skills, and abilities.

8.3 Employees shall contribute to the Public Employees Retirement System (PERS) in compliance with PERS rules.

8.4 All full-time employees regularly scheduled to work for 40 hours per week for 12 or 10 months each year shall be paid monthly based on an average annual salary calculated at an hourly rate, as set forth in Appendix A-1 multiplied by one hundred seventy three point thirty three (173.33) hours. (173.33 hours is the equivalent of 40 hours per week for 52 weeks divided by 12 months.) An employee who is terminated or laid off shall be paid a prorated monthly salary based upon date of termination or layoff.

All full-time employees not regularly scheduled to work for 40 hours per week for 12 or 10 months each year shall be paid monthly at an hourly rate as set forth in Appendix A-1.

8.5 All part-time employees shall be paid monthly at an hourly rate as set forth in Appendix A-1.

8.6 Regular full-time and regular part-time employees and probationary employees shall receive time off with pay for eleven (11) Fridays during the Summer period between graduation and Labor Day, and five (5) days off during the winter break, provided the employee is regularly scheduled to work during the summer period and winter break.

Paid time off shall be accrued based on the employee's regular work schedule, computed at .20 hours PTO for every 8 hours worked.

A. Exception: At the employer's discretion, employees in public safety or other positions as determined by the Employer may be required to work during the PTO for the holiday break. In such cases, an alternative time for these employees to use their paid time off holiday benefit shall be arranged and agreed upon, in writing, by both the employee and the employer.

B. Exception: Employees may only use the paid time off holiday benefit as set forth in this document. Failure to use the benefit during the time period(s) established in this document shall result in the employee forfeiting the benefit for the fiscal year.

Employees shall be eligible for only the amount of time off they would have normally been scheduled to work during the benefit period.

ARTICLE 9 – SALARY LEVEL PLACEMENT

- 9.1 Whenever the Employer creates a new bargaining unit position or substantially modifies an existing position, it shall serve written notice upon the Federation, including a copy of the job description and the assigned salary level the Employer determines appropriate. The Employer reserves the right to fill the new position as set forth in Article 10.
- 9.2 Salary level placement for each position will be commensurate with job requirements.
- 9.3 Salary Level Placement:
- A. Assignment to a Higher Salary Level: In the event an employee's position has been substantially modified resulting in the employee being placed in a higher salary level, the employee shall be placed at the new regular level and step at or nearest to, but not less than his/her current salary and step, plus one additional step. For the purposes of this Section, probationary rates are not counted as a step in determining an additional step.
- B. Assignment to a Lower Salary Level: Whenever an employee's position has been substantially modified resulting in the employee being placed in a lower salary level, the employee shall be placed at the new regular level and step nearest to, but not higher than his/her current salary level and step.
- 9.4 In the event a position is substantially modified because of a change in job duties or is inappropriately classified by the Employer, a grievance may be filed in accordance with Article 21, Grievance Procedure. This grievance must include a written statement as to how the job position has been substantially modified by the Employer because of a change in job duties or has been inappropriately classified by the Employer and the appropriate salary level for the position. The Federation shall establish standards set forth in this Article for screening meritorious grievances. The Federation may decline to process any grievance, which in its judgment does not meet the standards of this Article. An employee may not lodge more than one (1) salary level grievance in any three (3) year period unless the Employer has modified the salary level placement of the position or the employee has been assigned to another position.
- 9.5 The Employer reserves the right to establish or modify its evaluation process to determine if there has been a substantial change in the job duties of a position.
- 9.6 In the event that a salary level placement grievance is submitted to arbitration, the Federation shall have the burden of persuasion to prove beyond a reasonable doubt that the job position has been substantially modified by the Employer or has been inappropriately classified by the Employer and the appropriateness of the salary level placement of the position. In arbitration, the arbitrator shall determine only whether the employee's actual job duties are consistent with the salary level placement to which the employee's job has been assigned and may award back pay for duties performed at a higher salary level on a temporary basis. However, in no case

may the arbitrator direct that the employee's job be reclassified to a higher salary level placement. In no case shall the Employer be required to pay back pay for extra duties assumed by the employee and not assigned in writing by the Employer.

ARTICLE 10 – JOB VACANCIES

10.1 Filling Vacancies in Regular Positions:

- A. When the Employer decides to fill vacancies in a regular position as defined in Section 2.2 A., it shall notify the president of the Federation. Notification shall include:
 - 1. A written job description;
 - 2. Anticipated date of hire;
 - 3. Salary level; and
 - 4. Date by which interested bargaining unit employees must notify the Employer of an interest in the job.
- B. Regular vacancies shall be posted on the Employer and Federation bulletin boards for five (5) working days before the Employer fills the vacancies. Concurrently, the Employer reserves the right to use any other methods for soliciting job applicants, including but not limited to college-wide posting and outside advertising. The Employer and the Federation may also elect to communicate directly with individuals regarding the job notice.
- C. Employees wishing to be considered shall complete a JOB INTEREST FORM, Appendix C, and return the form to the Human Resources Office by the date indicated on the vacancy notice. Submission of this form shall include a brief statement of the employee's qualifications which he/she thinks make him/her a good candidate for the job. Completion of this form does not guarantee the employee an interview or placement in the position.
- D. The Employer may decline to consider probationary employees who have been in their current job for less than six (6) months, or those who have been within the last twelve (12) months on probation for discipline or work performance, and/or on suspension.
- E. The Employer is not required to interview employees submitting JOB INTEREST FORMS for job vacancies.
- F. The Employer reserves the right to select individuals with the greatest qualifications, skills and abilities as defined in Section 14.1 B, including but not limited to training, experience, education, aptitude, compatibility, etc. Where the qualifications, skills and abilities as defined in Section 14.1 B of the job applicants are equal, the individual with the greatest seniority, if any, shall be selected for the vacancy. The Employer shall be the sole judge of the qualification factors set forth above and shall make the final decision in hiring matters, except its decision shall not be arbitrary or capricious.
- G. Application of the Collective Bargaining Agreement: Employees filling vacancies in regular positions shall be covered by the terms of this Agreement.

10.2 Filling Vacancies in Temporary Positions: The Employer reserves the sole right to select any one of the following methods, regardless of order to fill a vacancy in a temporary position:

A. Filling Vacancies in Temporary Positions with any Non-Bargaining Employee: Hire or transfer a non-bargaining unit employee to fill the vacancy.

1. Application of the Collective Bargaining Agreement: The temporary employee and the non-bargaining unit employee shall not be covered by the terms of this Agreement.

B. Filling Vacancies in Temporary Positions with any Bargaining Unit Employee Outside the Same Job Site/Office: Offer the temporary position to any bargaining unit employee selected by the Employer at its sole discretion. The employee may refuse the temporary position and the Employer agrees not to impose any reprisals should the employee refuse the position.

1. Application of the Collective Bargaining Agreement:

Upon the bargaining unit employee accepting the temporary position, the employee shall retain and accrue benefits on their full-time or part-time status as set forth in Section 2.1 B, C or D held immediately prior to the temporary position. The employee's full-time or part-time status as set forth in Section 2.1 B, C or D held immediately prior to the temporary position shall determine the level of benefits and not the hours worked in the temporary position. Except as otherwise provided in this Agreement, hours worked in the temporary position shall not be counted for any purpose under the terms of this Agreement.

C. Filling Vacancies in Temporary Positions With any Bargaining Unit Employee In the Same Job Site/Office: Offer the temporary position to the senior employee in the same job site/office of the temporary vacancy, who in the Employer's judgment is qualified as defined in Section 14.1 (B) to perform the required work. In the event no senior qualified employee at the same job site/office accepts the position, the Employer reserves the right to assign the work to the least senior employee at the same job site/office who in the Employer's judgment is qualified as defined in Section 14.1(B) to perform the required work.

1. Application of the Collective Bargaining Agreement:

Upon the bargaining unit employee assuming the temporary position, the employee shall retain and accrue benefits on their full-time or part-time status as set forth in Section 2.1 B, C or D held immediately prior to the temporary position. The employee's full-time or part-time status as set forth in Section 2.1 B, C or D held immediately prior to the temporary position shall determine the level of benefits and not the hours worked in the temporary position. Except as otherwise provided in this Agreement, hours worked in the temporary position shall not be counted for any purpose under the terms of this Agreement.

10.3 Trial Periods and Employee Disqualifications From Positions:

A. Regular Employee Filling Vacancies in a Regular Position:

1. Trial Period: Upon filling vacancies in a regular position with a regular employee, he/she shall serve a trial period not to exceed three hundred forty-seven (347) hours of compensation directly from the Employer except as set forth below:

a. The Employer reserves the sole right to extend the employee's trial period as it determines appropriate to 520 hours of compensation directly from the Employer. The employee and the Federation shall be given a copy of the extension and the reason(s) for the extension. In addition, a copy shall be placed in the employee's personnel file as set forth in Article 11. The granting or the denying of the extension shall not be subject to the grievance process under this Agreement.

b. In the event the employee is unable to demonstrate that he/she can successfully perform all of the essential job functions to the satisfaction of the Employer, the employee's trial period may be extended upon mutual agreement between the Employer, the Federation and the involved employee, but the extension shall not exceed 1040 hours of compensation directly from the Employer.

The Employer shall be the sole judge of the employee's qualifications to perform the required work, except the decision shall not be arbitrary or capricious.

However, in the event the Employer determines not to retain the regular employee in the position, the employee shall have the right to return to his/her former position or one of a substantially similar nature including similar F.T.E. assignments.

2. Employee Disqualification During the Trial Period as set forth in Section 10.3 A (1): Regular employees filling vacancies in a regular position may disqualify themselves from their new position only during the trial period as set forth in Section 10.3 A (1), and be returned to their former position or one of a substantially similar nature including similar F.T.E. assignments, provided:

a. The employees submit their disqualification notice at least fourteen (14) calendar days in advance of the day they intend to be disqualified from the position; and

b. The disqualification notice is submitted more than fourteen (14) calendar days prior to the expiration of the trial period set forth in Section 10.3 A(1).

B. Probationary Employee Filling Vacancies in a Regular Position or Temporary Position:

1. Trial Period: Upon filling a vacancy in a regular position or temporary position with a probationary employee, he/she shall be required to complete a trial period as set forth in Section 10.3 A(1)(a) or 10.3 A(1)(b). During this trial period, an employee remains a probationary employee as set forth in Section 2.1, regardless of the hours of compensation directly from the Employer or calendar months of employment within the bargaining unit. Probationary employees shall have no return rights to their former position.
2. Employee Disqualification: Probationary employees shall have no right to disqualify themselves from their temporary position.

C. Regular Employee Filling Vacancies in a Temporary Position of 520 Hours or Less:

1. Trial Period: At any time during the temporary position of five hundred twenty (520) hours or less the Employer reserves the right to remove the employee from the temporary position. However, in the event the Employer determines not to retain the regular employee in the temporary position, the employee shall have the right to return to his/her former position or one of a substantially similar nature, including similar F.T.E. assignments.
2. Employee Disqualification: Regular employees shall have no rights to disqualify themselves from temporary positions of five hundred twenty (520) hours or less.

D. Regular Employee Filling Vacancies in a Temporary Position of More than 520 Hours:

1. Trial Period: At any time during the temporary position of more than five hundred twenty (520) hours the Employer reserves the right to remove the employee from the temporary position. However, in the event the Employer determines not to retain the regular employee in the temporary position, the employee shall have the right to return to his/her former position or one of a substantially similar nature, including similar F.T.E. assignments.
2. Employee Disqualification: Regular employees filling vacancies in a temporary position of more than five hundred twenty (520) hours shall have no rights to disqualify themselves from this temporary position during the first five hundred twenty (520) hours. However, after five hundred twenty (520) hours in the temporary position, the employees may disqualify themselves from this temporary position and be returned to their former position or one of substantially similar nature, including F.T.E. assignments, provided:
 - a. The employees submitted their disqualification notice at least fourteen (14) calendar days in advance of the day they intend to be disqualified from the position; and
 - b. Notwithstanding the above, in the event the Employer fills the vacancy in

a temporary position with the least senior employee as set forth in Section 10.2C, those employees shall have no rights to disqualify themselves from these temporary positions at any time.

E. Temporary Employee Filling Temporary Vacancies Regardless of Its Duration:

1. Trial Periods and Employee Disqualification: Since temporary employees are not covered by the terms of this Agreement, an employee trial period and employee disqualification rights shall be solely determined by the Employer.

10.4 Salary Level/Step Placement:

- A. When an employee fills a new position in accordance with Section 10.1 and the vacant position is at a higher salary level placement, the employee shall be placed at a new regular level and step at or nearest to, but not less than, his/her current salary and step plus one additional step. When the new position is at a lower level, the employee shall be placed at the new salary level and remain at the same step.

10.5 Salary Level/Step Placement For Temporary Non-Lead Assignments Within the Bargaining Unit:

- A. All employees except custodian employees, temporarily transferred or assigned to another position for four (4) or more consecutive working days by the Employer shall receive his/her regular rate or the temporary rate, whichever is higher, retroactive to the first (1st) workday.
- B. Custodian Employees: A custodian employee temporarily transferred or assigned to another position for one (1) or more consecutive working days by the Employer shall receive his/her regular rate or the temporary rate, whichever is higher, beginning on the first (1st) workday.
- C. Cross-Training: Notwithstanding 10.5 A. and B. above, an employee engaged in a cross training program and performing work at a lower or higher pay level shall continue to receive their regular rate of pay or a higher pay level as solely determined by the Employer, except its decision shall not be arbitrary or capricious.

10.6 Salary Level/Step Placement For Temporary Lead Assignments:

- A. A bargaining unit employee who continues to perform their regular assigned duties but is assigned lead responsibilities by the Employer for one (1) or more consecutive working days, shall receive a two (2) salary level increase but not to exceed the salary paid to the non-bargaining unit employee beginning on the first (1st) workday.

ARTICLE 11 – PERSONNEL FILES

- 11.1 Each employee shall have the right, upon request, to review and copy the contents of his/her own personnel file. An employee may request a copy of his/her personnel file not more than once in a twelve (12) month period, excluding any new materials that have been added to the file since the last request.

A representative chosen by the employee may, with the employee's written authorization, review the employee's file and/or accompany the employee in this review.

- 11.2 Disciplinary notice or performance appraisal shall be acknowledged, signed and dated by the employee. Within thirty (30) calendar days after the employee's signed acknowledgment, the employee reserves the right to include in the file a written response to such material placed in the file, and this response shall be attached to the material in question.
- 11.3 The employee shall have the right to include in the file any material or information considered relevant to that employee's employment.
- 11.4 The employee shall have the right to remove disciplinary actions from their file after two (2) years. The two-year period ends after the last date of any related document associated with the disciplinary action being removed. The employee is exclusively responsible for requesting the removal of the disciplinary action after the two-year waiting period.
- 11.5 Excluding personnel and legal applications, material in the personnel file can only be released with the permission of the employee and/or in accordance with state and federal law.

ARTICLE -12 - DISCIPLINE AND/OR DISCHARGE:

- 12.1 The Employer agrees that for regular employees discipline and/or discharge shall be only for just cause. Employees issued discipline shall acknowledge receipt of the disciplinary notice with their signature. The signed employee acknowledgment does not necessarily mean that he/she agrees with the issued discipline.
- 12.2 Probationary employees may be disciplined or discharged with or without cause at any time at the discretion of the Employer and their discipline or discharge shall not be subject to Article 21, Grievance Procedure.

ARTICLE -13 - SENIORITY

- 13.1 Definition: Seniority is defined as an employee's length of service with the Employer computed from the date of hire in a position within the bargaining unit. Seniority shall be expressed in full hours of regular compensation directly from the Employer.
- 13.2 Lists: The Employer shall make available three (3) seniority lists based upon the employment classifications set forth in Article 2: one for full-time employees, one for part-time twenty (20) hour employees, and one for part-time ten (10) hour employees. Any objections to the seniority list provided must be raised by the Federation within thirty (30) days of receipt of the monthly posting of payroll, or shall be considered waived.
- 13.3 Qualifying for Seniority: Upon satisfactory completion of the probationary period, the eligible employees will be placed on one of the above seniority lists. Seniority shall be accrued but does not apply during an employee's initial probationary period.

13.4 Limitations of Seniority: Seniority does not apply and shall not be required to be used as a determining factor in assigning particular types of work to employees, or in assigning employees to particular classifications, equipment, place of work or hours of work, training assignments, or in any other instance, except as otherwise specifically and expressly provided in this Agreement.

13.5 Retention of Seniority When Accepting Positions Outside the Bargaining Unit: Bargaining unit employees accepting positions outside the bargaining unit shall retain, but not accumulate, seniority for a maximum of nine (9) months. Employees returning to the bargaining unit within nine (9) months shall have no bumping rights as set forth in section 14.3 C but shall be placed on the recall list.

13.6 Termination of Seniority and Employment

A. An employee's seniority and employment in the bargaining unit may be terminated for any one (1) of the following reasons:

1. Discharge for cause;
2. Resignation;
3. Layoff in excess of twelve (12) months;
4. Employment in a position outside the bargaining unit for longer than nine (9) months;
5. Rejecting a recall offer or job assignment;
6. Violating the terms of the leaves set forth in Articles 16 and 17;
7. Retiring; or
8. Failing to notify the Employer as soon as possible of the receipt of a doctor's release for work. Except employees on pregnancy leave as set forth in Section 16.3, employees shall have three (3) workdays following receipt of the release to notify the Employer of their availability for work and employees who are eligible for on-the-job disability leave as set forth in Section 16.1 shall have seven (7) calendar days following receipt of the release for work to notify the Employer of their availability for work.

ARTICLE -14 - LAYOFF AND RECALL

14.1 Definitions:

- A. Layoff: A layoff shall be defined as a reduction in force when a position is terminated and the employee cannot be reassigned to a newly created or vacant position at the same pay level with the same scheduled F.T.E.
- B. Qualifications, Skills and Abilities: Qualifications, skills and abilities shall be defined

to include but not limited to an employee's ability to safely, efficiently, and productively perform the work to the Employer's standards without further training or trial period. Training or a trial period does not include minimal orientation on a job. Experience in a job obtained through temporary assignment or performance of a job through previous employment shall not of itself indicate that the employee has the qualifications, skills and ability to perform the work.

Advance Layoff Notice:

- A. Advance Notice to the Federation: After the Employer's President has finalized the budget for the Budget Committee identifying positions to be eliminated, the Employer shall notify the Federation as soon as possible.
- B. Advance Written Notice to Regular Employees: Regular full-time employees who are laid off shall receive thirty (30) calendar days advance written notice or pay in lieu thereof. Regular part-time twenty (20) or ten (10) hour employees who are laid off shall receive fourteen (14) calendar days' advance written notice or pay in lieu thereof. The pay in lieu of notice shall equal the amount of pay the employee would have earned on his/her work schedule had he/she been issued applicable advance notice minus the amount the employee actually earned following the issuance of the layoff notice.
- C. Written Notice to Probationary, Temporary and Casual Employees: All probationary, temporary and casual employees are not entitled to advance layoff notice.
- D. Non-Application of Advance Notice to the Federation and/or Employees: The advance notice or pay in lieu of such notice provisions of this Section shall not apply in the event of:
 - 1. Strikes or work stoppages in connection with a labor dispute;
 - 2. An employee refusing to accept an assignment or re-assignment;
 - 3. An employee leaves the job of his/her own volition, quits, is suspended or discharged; or
 - 4. Financial emergency.

14.3 Application:

- A. Regular employees identified for layoff may apply for job vacancies in accordance with Article 10, Job Vacancies.
- B. In the event of a layoff as defined in Article 14 and if more than one regular employee has the same position, the principle of retention by seniority shall apply, provided qualifications as defined in 14.1 B are substantially equal.
- C. A regular employee identified for layoff shall be required to bump the most junior employee on his/her seniority list, College wide, for whom the senior employee's qualifications as defined in 14.1 B, equal or exceed the junior employee's qualifications.

In the event the employee identified for layoff is unable to bump the most junior employee as set forth above because of a lack of necessary qualifications, the employee identified for layoff shall be required to bump the next most junior employee on his/her seniority list, College wide, for whom the senior employee's qualifications as defined in 14.1 B, equal or exceed the junior employee's qualifications. This process shall continue until the employee has exhausted his/her layoff rights as set forth in this paragraph.

- D. The Employer shall be the sole judge of the employee's qualifications to perform the required work, except the decision shall not be arbitrary or capricious.
- E. Regular employees bumping into higher or the same pay level positions shall be placed at a non-probationary level and step that is nearest to his/her current salary and step. Employees bumping into lower pay level positions shall be placed at the salary and step at the lower level or the employee may opt for layoff and be placed on the recall list.
- F. Regular employees on the various seniority lists shall not be allowed to bump employees on other seniority lists, regardless of accumulated seniority.

14.4 Recall:

- A. The most senior laid off regular employees shall only have recall right to vacancies in their former position. However, laid off regular employees may apply for job vacancies in accordance with Article 10, Job Vacancies.
- B. In the event of recall from layoff, an employee shall be given notice by certified mail and shall report within fourteen (14) calendar days after such notice or forfeit recall rights. For this Section, notice is defined to mean the date of the receipt of the Employer's certified mailing or the return of the certified mailing as undelivered, but not to exceed five (5) days after the date of the Employer's certified mailing receipt. It is the obligation and responsibility of the employee to provide the Employer and Federation with his/her latest mailing address.

ARTICLE -15 - TUITION WAIVERS, BOOKSTORE DISCOUNT AND ADMISSION TO COLLEGE FUNCTIONS

- 15.1 All full time and part time employees may, with the supervisor's approval, enroll in one SWOCC job-related credit course per term. The Employer shall waive credit hour tuition, fees, and provide approved texts for courses identified as job related.
- A. Supervisors may, at their discretion, grant release time to attend one course per term as identified in Section 15.1. However, supervisor denial of release time shall not be for arbitrary or capricious reasons.
 - B. In the event a job related credit course is a physical activity/development course that requires a clothes change and the supervisor has granted release time from work, the employee shall receive ten (10) minutes release time for each clothes change that is necessary during work hours.

- C. In the event a supervisor expressly prevents an employee from attending a job-related course after release time has been granted and such prevention prohibits the employee from obtaining a satisfactory grade (C or above), the employee may withdraw from the course or convert the credit course to an audit of the course in accordance with the College policies. In addition, the employee's supervisor may at his discretion, allow the employee to convert the credit course to an audit course in accordance with College policy.
- D. In the event a job-related credit course is taken without the use of release time, the employee has the right to withdraw from the course or convert the credit course to an audit course in accordance with College policies.

15.2 Employee Waivers:

- A. In addition to courses as identified in Section 15.1, All full time and part-time employees may enroll in any other SWOCC course, and the Employer will waive tuition, per credit billing fees and per course registration fees. Self support fees and special program fees shall be paid by the employee.
- B. OCCI students will receive waivers equivalent to the tuition based on enrolled credits, pre credit billings fees and per course registration fee per term as covered in Article 15.2.A.

15.3 Spouse/Dependent Waivers:

- A. All full-time and part-time employees' spouses and dependent children as defined in I.R.S. Code and Regulations shall be permitted to enroll in SWOCC courses and the Employer will waive the tuition, per credit billing fees and the per course registration fees. Self support fees and special program fees shall be paid by the employee.
- B. OCCI students will receive waivers equivalent to the tuition based on enrolled credits, pre credit billings fees and per course registration fee per term as covered in 15.3.B.

15.4 Laid Off Employee Waivers: For full time and part time employees on the recall list the Employer shall waive tuition and per credit billing fees and the per course registration fees. Self support fees and special program fees shall be paid by the employee.

15.5 Bookstore Discount: All full time and part time employees, their spouses and dependent children s defined in IRS Code and regulations shall be granted the opportunity to purchase items at the SWOCC bookstore at a discount:

- A. Twenty percent (20%) discount excluding edible, short discontinued and consignment items.
- B. All required class books related to taking a course applicable toward a degree may be purchased at cost. Books not being used in a subsequent term are to be returned to the bookstore so the bookstore may resell the book to other students.

15.6 Admission to College Functions: All full time and part time employees, their spouses and

dependent children as defined in IRS Code and regulations shall be admitted free of charge to all District functions except the following:

- A. Functions that are self-supporting and/or jointly sponsored by the College and another entity, or
- B. Functions at the Performing Arts Center, unless specifically waived by the College.

ARTICLE -16 - LEAVES WITHOUT PAY

16.1 Conditions of Unpaid Leaves

- A. Employees granted unpaid leaves will be required to use any available earned paid leave benefits before any unpaid time off is granted except when prohibited by law.
- B. If more than one type of leave applies to the employee's time off, all leaves will run concurrently unless prohibited by law.

16.2 On-The-Job Injury/Illness (or Worker's Compensation) Leave

- A. Employees shall be granted leave for the period they are unable to perform their regular job or other available duties offered by the Employer due to an on-the-job injury or illness in accordance with applicable law.
- B. Employees off work on work-related injuries or illnesses are required to keep the Employer apprised weekly of their anticipated date of return to work and any changes in their medical condition. The Employer may require written certification regarding the nature, extent, duration and other conditions for the leave from the attending physician. Independent medical opinions may be required by the Employer or insurance as permitted by law. Such leave shall not count as regular service for the purpose of receiving step increases or accrual of benefits or seniority.
- C. Employees who are absent from work due to on-the-job injuries or illnesses are eligible to receive workers' compensation benefits.
- D. In order to have reinstatement rights, an employee returning from an on-the-job disability must request reinstatement within seven (7) calendar days of the date they receive notice from the Employer's insurance company that their attending physician released them to return to work. A request for reinstatement must be submitted in writing. Employees who make timely requests for reinstatement will be reinstated to their former position, upon written verification by the attending physician that the employee is able to perform the duties of their position and further provided that their position exists. In the event their former position no longer exists, the employee shall be reinstated to the next available and suitable position in accordance with applicable law.

16.3 Domestic Violence Leave And Accommodation

- A. Domestic Violence Leave and Accommodation shall be granted consistent with

applicable laws and Employer policies.

16.4. Family Medical Leave, Parental, or Pregnancy Leave (OFLA and FMLA)

- A. Family Medical Leaves, Parental or Pregnancy Leaves shall be granted consistent with applicable laws and Employer policies. For more information, employees should contact Human Resources.

16.5 Military Leave: Military leave shall be granted consistent with applicable state and federal laws.

16.6 Other Leave For Non-Medical Reasons

- A. Authorized Written Leaves without pay for up to one (1) year may be granted to regular employees at the discretion of the Employer. The authorized written leave shall include the employee's anticipated date of return. Any modifications in the return date must be requested by the employee in writing and authorized in writing by the College. Such leaves in excess of thirty (30) days shall require an adjustment in seniority to reflect the entire period of leave upon the employee's return to work. Employees on an approved leave without pay shall be granted the opportunity of continuing benefits available to other employees on a self-pay basis if allowed by the underwriter. Failure of an employee to return to work upon the above return date shall constitute a violation of the leave as set forth in 13.6 A (6).

16.7 Other Leave for Medical Reason - (for those not eligible for FMLA/OFLA)

- A. Probationary employees that are not otherwise eligible for FMLA or OFLA shall be granted an unpaid leave of absence for medical reasons for up to thirty (30) calendar days. Medical certification is required for all leave requests.
- B. If the initial period of leave is not enough, the College will consider a written request for one extension of no more than 30 calendar days. The granting of an extension of leave is at the discretion of the Employer. The written request should include the employee's anticipated date of return and medical certification to support the extension of leave.
- C. Failure of an employee to return to work upon agreed upon return date shall constitute a violation of the leave as set forth in 13.6 A (6).

ARTICLE -17 - LEAVES WITH PAY

17.1 Sick Leave

- A. Definitions: For the purpose of this Section immediate family shall mean spouse, the employee's and spouse's parent, brother, sister, grandparent, child, step-child, step-parent, son-in-law, daughter-in-law, or grandchild, provided the above individual resides in and is an integral part of the employee's household. Additional reference can be found in the IRS code, Qualifying Relative, Relationship of Household code.

B. Benefit Accrual: All classified employees working in positions authorized for six hundred (600) or more hours in twelve (12) consecutive months shall accrue eight (8) hours of sick leave benefits for every 173.33 hours of compensation directly from the Employer.

C. Eligibility for Sick Leave Benefits:

To be eligible for accrued sick leave benefits for a workday, the employee shall make a reasonable attempt to notify his/her supervisor before or at the beginning of each workday, unless otherwise directed by the supervisor.

All classified employees are only eligible to use sick leave benefits that have been accrued in prior months.

D. Use of Sick Leave Benefits:

1. For full-time or part-time twenty (20) hour employees' sick leave benefits may be used when the employee is absent due to illness or injury or when the employee is absent to attend to an ill or injured member of the employee's immediate family as defined in Section 17.1 A.
2. For part-time ten (10) hour employees, sick leave benefits may be used when the employee is absent due to illness or injury or when the employee is absent to attend to an ill or injured member of the employee's immediate family as defined in Section 17.1A.
3. Employees may only use accrued sick leave benefits.
4. Sick leave benefits may only be used for scheduled hours missed.
5. The Employer reserves the right to require a physician statement verifying an illness or injury including the employee's inability to work and his/her fitness to return to work when:
 - a. A full-time employee has been absent for three (3) or more consecutive working days or a part-time employee has been absent for two (2) or more consecutive working days.
 - b. The employee has been absent for twenty percent (20%) or more working days in a monthly pay period;
 - c. The employee has incurred an on the job injury or illness; or
 - d. The Employer reasonably determines that a physician statement is necessary to determine that the employee can adequately or safely perform his/her job.

- E. Employees upon retirement shall have unused accumulated sick leave apply to computations regarding retirement benefits according to existing state laws.

17.2 Bereavement Leave:

- A. Definitions: For the purpose of this Section immediate family shall mean the employee's and spouse's parent, brother, sister, grandparent, child, step-child, step-parent, son-in-law, daughter-in-law, or grandchild, or an individual who resides in and is an integral part of the employee's household. Additional reference can be found in the IRS code, Qualifying Relative, Relationship of Household code.
- B. The Employer shall allow probationary employees and regular employees up to three (3) days off after the death of his/her immediate family member, as defined in Section 17.2 A. Eligible employees shall be compensated only for actual hours missed to a maximum of twenty-four (24) hours.
- C. Additional time off may be taken and deducted from accrued sick leave for eligible employees.

17.3 Civil Leave: All regular and probationary employees shall receive time off with pay for required appearances during scheduled work hours in court or hearings resulting from a call to jury duty or subpoena to appear to testify where the employee is not personally involved in the action as the plaintiff, the defendant, or the object of the investigation. Any remuneration for such appearances held on a workday, less travel costs, shall be endorsed to the Employer. The Employer at its sole discretion may change a part-time employee's workday, shift or workweek to correspond to time when an employee is not required to appear for civic duty.

17.4 Personal Leave:

- A. Eligible full-time and part-time twenty (20) hour employees shall receive two (2) hours of paid personal leave benefits for every 173.33 hours of compensation during the previous fiscal year to a maximum of twenty-four (24) hours. Beginning July 1 of each fiscal year, personal leave is cumulative up to a maximum of thirty-two (32) hours.
- B. Use of Personal Leave Benefits:
 - 1. The employee must give the Employer no less than twenty-four (24) hours advance notice whenever possible before taking personal leave, but is not required to divulge the personal reason(s) necessitating the leave request.
 - 2. Eligible employees may only use accrued personal leave benefits.

ARTICLE –18 - HOLIDAYS

18.1 The Designated Holidays are as Follows:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Day before Christmas Day
	Christmas Day

New Year's Eve Only: Except for custodians working in enterprise funded projects such as the Newmark Center, Family Center, and/or Student Housing, the Employer shall schedule all other second and/or third shift custodians to complete their New Year's Eve shift no later than 8:00 P.M. unless special circumstances occur. In the event that special circumstances arise, the Employer may schedule these custodians to complete their New Year's Eve shift later than 8:00 P.M.

Floating Holiday (equal to the number of hours the employee was scheduled to work on the floating holiday but not to exceed eight (8) hours and with the approval of the supervisor.)

The above holidays shall be observed in accordance with the instructional calendar of the College.

- 18.2 Regular full-time employees shall receive time off with eight (8) hours of holiday pay, provided the employees work their last scheduled workday before and their first scheduled workday after the holiday and these scheduled workdays fall within five (5) calendar days of the holiday or the employees are on paid absences, e.g., sick leave, personal leave, vacation, leaves with pay, on the above workdays.
- 18.3 Regular part-time twenty (20) hour employees shall receive holiday pay for regularly scheduled work hours not worked because of the holiday, but not to exceed eight (8) hours of holiday pay, provided the employees work their last scheduled workday before the holiday and their first scheduled workday after the holiday and these workdays fall within five (5) calendar days of the holiday or the employees are on paid absence, e.g., sick leave, personal leave, vacation, leaves with pay, on the above workdays.
- 18.4 Part-time ten (10) hour employees are ineligible for holiday pay.
- 18.5 Employees required to work on a holiday shall be paid their holiday pay in accordance with Sections 18.2 or 18.3, if eligible, plus the applicable straight-time rate of pay for all hours actually worked, unless the employee has actually worked over forty (40) hours in the workweek and then the employee shall be paid time and one-half (1½) for the hours actually worked over forty (40) hours.

ARTICLE –19 - VACATION

19.1 Regular full and part-time twenty (20) hour employees shall accrue paid vacations for every two thousand eighty (2080) hours on the following basis:

	<u>Vacation Accrual</u> <u>For 2080 Hours of</u> <u>Compensation</u> <u>Directly from the Employer</u>	<u>Maximum Accrual</u>
1 through 8,320 hours of compensation directly from the Employer	80 hours	160 hours of unused vacation
8,321 through 18,720 hours of compensation directly from the Employer	120 hours	280 hours of unused vacation
18,721 hours of compensation directly from the Employer and thereafter	160 hours	320 hours of unused vacation

19.2 Part-time ten (10) hour employees are not eligible for any vacation accrual benefits.

19.3 Vacation leave shall be available to employees after one thousand forty (1040) hours of compensation directly from the Employer. Upon termination of employment or layoff of ninety (90) calendar days or more with an expected duration of ninety (90) calendar days or more, with more than one thousand forty (1040) hours of compensation directly from the Employer, employees shall be paid a lump sum for all accrued, but unused vacation leave up to a maximum of one hundred sixty (160) hours.

19.4 Use of vacation leave shall not exceed one hundred sixty (160) consecutive working hours, unless special arrangements are made with the supervisor.

19.5 Vacation Scheduling: Supervisors shall post during the months of January and February a vacation calendar for employees to designate their vacation preference. Vacation preference shall be granted to employees with the greatest seniority. However, after March 1, vacation preference shall be granted to employees in the order in which vacation requests are received by the Employer, with those received first given first priority. During the first calendar year in which an employee is assigned to a new work area, the employee shall forfeit his/her previously scheduled vacation should it conflict with the vacation schedule in the new department.

ARTICLE –20 - HEALTH AND WELFARE

20.1 The Employer shall contribute for eligible full-time employees the following amounts:

A. Beginning October 1, 2010, through the duration of this Agreement, the Employer shall

pay a maximum contribution ("Cap") of One Thousand Thirty-one Dollars and Thirteen Cents (\$1,031.13) per month for eligible employees toward the cost of College-purchased health insurance (medical, prescription, vision and dental).

Employees selecting one of the available healthcare plans shall pay through a payroll deduction the difference, if any, between the amount of the selected plans and the Employer's maximum contribution of One Thousand Thirty-one Dollars and Thirteen Cents (\$1,031.13).

Employees shall pay, through a payroll deduction, any increase in premiums.

- B. The Employer shall pay all long-term disability and life insurance premiums for eligible employees, in accordance with the Employer's OEBB insurance policy in effect as of October 1, 2010.

20.2 The Employer shall pay for eligible part-time twenty (20) hour employees the following amount:

- A. Beginning October 1, 2010, through the duration of this Agreement, the Employer shall pay a maximum contribution of Four Hundred Fifty Dollars and Eighty Seven Cents (\$450.87) per month for employee only coverage toward the cost of College-purchased health insurance (medical, prescription, and dental)

Employees selecting one of the available healthcare plans shall pay through a payroll deduction the difference, if any, between the amount of the selected plans and the Employer's maximum contribution Four Hundred Fifty Dollars and Eighty Seven Cents (\$450.87).

Employees shall pay, through a payroll deduction, any increase in premiums.

- B. Part-time twenty (20) hour employees are ineligible for Employer paid long-term disability and life insurance premiums.

20.3 Part-time ten (10) hour employees are ineligible for insurance coverage as set forth in this Section.

20.4 The Employer retains the right to change the Plan benefits, insurance carriers, and/or administrators as long as it provides benefits comparable to the current healthcare plan.

20.5 The Employer shall continue without cost to the employee an IRS Section 125 Plan for employee contribution set forth in Sections 20.1 and 20.2.

20.6 Full-time employees shall be eligible for medical and vision insurance from the employer upon initial date of hire, beginning with Open Enrollment October 1, 2010. Part-time twenty (20) hour shall be eligible for medical insurance from the employer upon initial date of hire, beginning with Open Enrollment October 1, 2010. Insurance coverage will be contingent upon the employee properly completing and submitting all of the necessary paperwork in a timely manner.

- 20.7 Full-time and part-time twenty (20) hour employees shall be eligible for dental insurance from the employer beginning with the first day of the month following date of hire.
- 20.8 For all employees, the employer may institute a cost effective measures program for medical coverage.

ARTICLE –21 - GRIEVANCE PROCEDURE

- 21.1 A grievance is hereby defined as an alleged violation of the terms of this Agreement by the Employer or the Federation.
- 21.2 A grievance may be filed by an employee, group of employees, the Federation or the Employer.
- 22.3 Grievance Steps: Should a grievance arise, it shall be handled in the following manner:

Step 1: When an employee has a grievance, he or she should meet with his or her immediate supervisor and attempt to resolve the grievance.

Step 2: If no agreement can be reached, the grievance shall be reduced to writing by the employee or the Federation and signed by the Federation Representative. The written grievance shall contain the nature of the grievance, act or acts grieved, date of occurrence, identity of the party or parties who claim to be aggrieved, provision of this Agreement allegedly violated, and the remedy sought. Grievances must be filed with the Human Resources Director, within twenty (20) business days from the date the employee and/or the Federation knew, should have known or became aware of the occurrence of the alleged violation. If the grievance is not filed as set forth above, the grievance will be deemed waived and will not be subject to the grievance procedure.

Within eight (8) business days of receipt of the written grievance, and at a mutually agreeable time, the Human Resources Director and immediate supervisor shall meet with the grievant and Federation representative to discuss the grievance. No other persons may attend this meeting unless mutually agreed upon in advance. If no settlement is reached, the Human Resources Director or designee shall give its written response to the Federation within five (5) business days following the meeting.

Step 3: If there is no satisfactory resolution of the grievance within sixteen (16) business days of the Step 2 response, at a mutually agreeable date and time the Federation Representative and grievant shall meet and attempt to resolve the grievance with the Vice President of Administration. No other persons may attend this meeting unless mutually agreed upon in advance. The Vice President of Administration or designee shall respond to the grievance in writing within ten (10) business days.

Step 4 If there is no satisfactory resolution of the grievance within sixteen (16) business days of the Step 3 response, at a mutually agreeable date and time the Federation and grievant shall meet and attempt to resolve the grievance with the College President or his or her designee. No other persons may attend this meeting unless mutually agreed upon in advance. The College President or designee shall respond to the grievance in writing within sixteen (16) business days after the next regularly scheduled meeting of the Board of Education.

Step 5 If there is no satisfactory resolution for the grievance, the Federation within eight (8) business days of receipt of the College President's response or the College within eight (8) business days from receipt of the Union's response, may appeal the decision to arbitration by filing a request to the American Arbitration Association via certified mail with a return receipt for a list of seven (7) proposed arbitrators, with a copy to the Vice President of Administrative Services. It is the intention of both parties that selection of an arbitrator shall occur within thirty (30) business days of receiving the list of arbitrators. In the event the parties are unable to agree upon an arbitrator, the Employer and the Federation shall alternately strike from the list one name at a time, until only one name remains on the list. Both parties shall accept the name of the arbitrator remaining on the list and a hearing on the grievance shall be scheduled and conducted in accordance with the Voluntary Rules of the American Arbitration Association.

- 21.5 Jurisdiction of the arbitrator is limited to grievances which involve an alleged violation of a specific section or provision of this Agreement, and grievances which are presented to the other party in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided.
- 21.6 The arbitrator shall have no power to modify, add to, subtract from, change or amend any term or condition of this Agreement or render an award which is in conflict with the provisions of this Agreement.
- 21.7 The fees and expenses of the arbitrator shall be paid by the losing party as determined by the arbitrator. The decision of the arbitrator shall be final and binding upon the Employer, the Federation and the employees affected, consistent with the terms of this Agreement.
- 21.8 The grieving party may choose to drop the grievance at any step in this process by notification to the other party or by not taking action to pursue the matter to the next higher level within the time limits set out in the procedure. If the grieving party fails to meet the timetable in the process, the grieving party may pursue the matter to the next higher step. Both parties may mutually agree to extend the time limits of the grievance process.
- 21.9 The arbitrator shall render his award within thirty (30) calendar days after the close of the hearing or the submission of any written briefs presented by the parties, whichever is later.
- 21.10 The Employer shall not be required or obligated under the terms of this Agreement or otherwise to submit to arbitration any claim or cause of action which it may have or assert on account of any alleged violation of this Agreement. The Employer shall have the right to

sue at law or in equity in any court of competent jurisdiction, Federal or State, to enforce this Agreement and to recover for any breach or violation of this Agreement.

ARTICLE 22 – TRAVEL

- 22.1 All reasonable and necessary expenses for travel, food and lodging of any employee incurred while on authorized business outside of the community shall be paid by the Employer. Such reimbursement shall be consistent with the Board policy applicable to all other employees.

ARTICLE –23 - COLLEGE CLOSURE OR DELAYED OPENING (temporary)

- 23.1 In General: In the event of unusual circumstances resulting from adverse weather, natural disaster, fire or other emergency beyond Employer's control, the Employer may delay the opening of classes and/or close some or all of its campus or other facilities. Campus closures and/or delayed openings will be for specific locations. Closure of one location shall not affect the status of other locations.
- 23.2 Delayed Opening: In the event of delayed opening of classes, all employees scheduled to work shall report to work at their regular starting time unless otherwise notified. If employees are unable to report to work, they shall notify their supervisor as soon as possible. In the event employees are unable to report for work, such absences shall be unpaid unless the employee deducts accrued benefits in the following sequence:
- A. Accumulated compensatory time; and/or,
 - B. Accrued paid vacation leave.
- 23.3 Closure of College Facilities: It is the desire of the College that no loss of pay will result from a situation where the campus is closed for reasons beyond the control of the College. Therefore, in the event of a campus closure, the affected employees will not have their pay reduced for time they were scheduled to be at work but were unable to report, told not to report, or were sent home before the end of their regular shift.
- A. Full-time employees shall be compensated for the number of hours scheduled to work during the closure period(s). The maximum number of compensated hours is twenty-four (24) hours in a fiscal year. Part-time employees shall be paid for the hours scheduled to work on any closure day. The fiscal year entitlement for part-time employees shall be based on the F.T.E. approved for the job to which they are assigned.
 - B. Employees who were not scheduled to work or were on any form of paid or unpaid leave at the time of the campus closure shall not be compensated for closure time but will receive compensation for any paid leave used.

ARTICLE 24 – HEALTH & SAFETY

- 24.1 The Employer, Union, and employees agree to comply with all applicable state and federal Occupational Safety and Health Laws and Regulations.

- 24.2 All bargaining unit employees shall comply with all safety rules and regulations established by the Employer.

ARTICLE -25 - NO STRIKE

- 25.1 The Federation agrees that there will be no work stoppages or interruptions of regularly assigned duties, in violation of Oregon Revised Statutes, during the term of this Agreement. Any employee participating in any such work stoppage or interruption of work in violation of Oregon Revised Statutes shall be subject to discipline as determined by the Employer, irrespective of the discipline, if any, imposed upon other employees. However, the Employer shall not exercise such a disciplinary right in an arbitrary or capricious manner.
- 25.2 The Board of Education agrees not to lock out employees during the term of this Agreement.

ARTICLE -26 - SCOPE OF AGREEMENT

- 26.1 This Agreement constitutes the full and complete agreement between the parties and may be altered, changed, added to, deleted from or modified only by mutual consent of the parties in a written signed amendment.
- 26.2 This Agreement shall modify, replace or add to any policies, rules, regulations, procedures or practices of Southwestern Oregon Community College for members of the classified bargaining unit which are contrary to or inconsistent with its terms.
- 26.3 The parties agree that negotiations will not be reopened on any item during the life of the Agreement except by mutual consent.
- 26.4 The parties agree to apply the terms and conditions of this Agreement in a fair and equitable manner.
- 26.5 If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the Federation or the Employer the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

ARTICLE -27 - DURATION


- 27.1 This Agreement shall remain in full force and effect from July 1, 2010 through June 30, 2011.
- 27.2 For the purposes of negotiating a successor agreement, either party may give written notice during the period of January 15 through February 28, 2011 of its desire to negotiate a successor Agreement specifying those new subjects or sections of this Agreement it proposes to negotiate. Such negotiations shall commence with an exchange of written proposals by the parties no later than the first week of April 2011. Those sections of this Agreement not opened by said notices or by subsequent mutual agreement shall

automatically become part of any successor agreement.

27.3 Between April 1 and June 30, 2008 either party may notify the other in writing of its desire to reopen this Agreement only with respect to the Employer's contribution and insurance providers set forth in Article 20, Health and Welfare. It is expressly agreed and understood that all other provisions of this Agreement shall remain in full force and effect except as provided in this Section. However, it is agreed that the effective date of any medical modifications, if any, shall be the subject of collective bargaining. Also, it is expressly agreed and understood that neither party shall have the right to submit the medical issues as set forth in this Section, to Article 21, Grievance Procedure, including arbitration. In the event that the parties are at impasse with respect to the subject matter of the re-opener, either party may terminate this entire Agreement, and reserve all rights as provided under State Law after thirty (30) days written notice to the other.

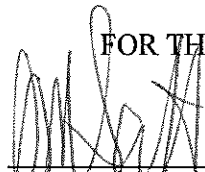
27.4 Between April 1 and April 30, 2009, either party may notify the other in writing of its desire to reopen this Agreement only with respect to the salary levels set forth in Appendix A, and the amount of the Employer's contribution set forth in Article 20, Health and Welfare. It is expressly agreed and understood that all other provisions of this Agreement shall remain in full force and effect except as provided in this Section. However, it is agreed that the effective date of any salary or medical modifications, if any, shall be the subject of collective bargaining. Also, it is expressly agreed and understood that neither party shall have the right to submit the salary or medical issues as set forth in this Section, to Article 21, Grievance Procedure, including arbitration. In the event that the parties are at impasse with respect to the subject matter of the re-opener, either party may terminate this entire Agreement, and reserve all rights as provided under State Law after thirty (30) days written notice to the other.

FOR THE FEDERATION:


Vickie Brumit, Classified Union President

Date: 10/25/10

FOR THE EMPLOYER:


Dr. Patty Scott, College President

Date: 10-25-10


David Bridgham, Board of Education Chair

Date: 10-25-10

**SOUTHWESTERN OREGON COMMUNITY COLLEGE
CLASSIFIED FEDERATION SALARY SCHEDULE**

APPENDIX A-1

Effective July 1, 2008 through June 30, 2009

4%

	Entry	1	2	3	4	5	6	7
A	8.27	8.31	8.69	9.12	9.60	10.05	10.52	10.84
B	8.67	8.93	9.36	9.83	10.31	10.83	11.36	11.71
C	9.32	9.61	10.06	10.58	11.09	11.64	12.20	12.57
D	10.03	10.33	10.86	11.40	11.94	12.54	13.16	13.83
E	10.82	11.14	11.71	12.24	12.84	13.53	14.16	14.58
F	11.69	12.04	12.59	13.21	13.88	14.55	15.26	16.03
G	12.58	12.96	13.57	14.27	14.96	15.70	16.49	17.29
H	13.55	13.96	14.62	15.35	16.13	16.92	17.77	18.64
I	14.57	15.01	15.71	16.54	17.37	18.19	19.10	19.67
J	15.73	16.19	16.96	17.83	18.72	19.65	20.64	21.26

APPENDIX A-2

AVERAGE MONTHLY PAY (refer to Article 8.2)

Effective for July 1, 2008 through June 30, 2009

	Entry	1	2	3	4	5	6	7
A	1,433.44	1,440.37	1,506.24	1,580.77	1,663.97	1,741.97	1,823.43	1,878.90
B	1,502.77	1,547.84	1,622.37	1,703.83	1,787.03	1,877.16	1,969.03	2,029.69
C	1,615.44	1,665.70	1,743.70	1,833.83	1,922.23	2,017.56	2,114.63	2,178.76
D	1,738.50	1,790.50	1,882.36	1,975.96	2,069.56	2,173.56	2,281.02	2,397.15
E	1,875.43	1,930.90	2,029.69	2,121.56	2,225.56	2,345.15	2,454.35	2,527.15
F	2,026.23	2,086.89	2,182.22	2,289.69	2,405.82	2,521.95	2,645.02	2,778.48
G	2,180.49	2,246.36	2,352.09	2,473.42	2,593.02	2,721.28	2,858.21	2,996.88
H	2,348.62	2,419.69	2,534.08	2,660.62	2,795.81	2,932.74	3,080.07	3,230.87
I	2,525.42	2,601.68	2,723.01	2,866.88	3,010.74	3,152.87	3,310.60	3,409.40
J	2,726.48	2,806.21	2,939.68	3,090.47	3,244.74	3,405.93	3,577.53	3,685.00

APPENDIX B

SOUTHWESTERN OREGON COMMUNITY COLLEGE

RE: DEGREE SALARY SUPPLEMENT PLAN

- A. Introduction: In addition to the employee's salary as set forth in Appendix A, the Employer shall pay each eligible regular full-time employee covered by this Agreement, an annual supplement of Six Hundred Dollars (\$600.00) for possessing an Associate Degree or a Bachelor's Degree from an accredited college or university.
- B. Effective Date: This Degree Salary Supplement Plan shall be effective July 1, 1998.
- C. Eligibility: To be eligible for this Degree Salary Supplement Plan an employee must be a regular, full-time employee covered by the attached Collective Bargaining Agreement. All other employees are ineligible for this Degree Salary Supplement Plan.
- D. Degree Requirement: To be eligible to receive this Degree Salary Supplement Plan an employee must furnish the employee with proper verification as determined by the Employer that the eligible employee possesses an Associate Degree or a Bachelor's Degree from an accredited college or university.
- E. Amount of the Degree Salary Supplement Payment: The Six Hundred Dollar (\$600.00) Degree Salary Supplement shall be payable monthly or hourly as is appropriate, less normal payroll deductions. This Degree Salary Supplement payment shall be paid on the same basis as are the monthly salaries set forth in this Agreement.
- F. Receipt of Payment: Upon the first pay period ten (10) days after furnishing the Employer with the proper verification as set forth in paragraph D above, the employee shall be eligible to receive his or her first Degree Salary Supplement payment.

APPENDIX C

SOUTHWESTERN OREGON COMMUNITY COLLEGE
JOB INTEREST FORM

Name _____ College Phone # _____

Current Position _____ Level _____

Date of college hire _____

I am interested in being considered for the position of:

Please attach a resume and limit your narrative comments to this page. The College may request additional information from you.

I believe I am qualified for this position because of my experience in the following:

I understand that completion of this form does not guarantee me an interview or placement in the position. I understand that a potential new supervisor may have access to my personnel file and/or may speak with my former or current supervisor(s). I understand that if I am a probationary employee and accept the above position, I will remain a probationary employee as set forth in Article 10, Section 10.3B.

Signature

Date

APPENDIX D

SOUTHWESTERN OREGON COMMUNITY COLLEGE

RE: EMPLOYER AND FEDERATION MEETINGS

The Employer agrees that its representatives shall meet with representatives of the Federation upon request, but not more frequently than once each month for the purposes of reviewing the administration of this Agreement. However, upon mutual agreement, the parties may agree to meet more frequently. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss. Neither party shall have any control over the selection of the representation of the other party. It is agreed that neither party shall have more than three (3) representatives at such meetings. It is further agreed that nothing in this Appendix shall be construed to obligate either party to modify, limit, restrict or reduce their rights or prerogatives as outlined elsewhere in this Agreement.

APPENDIX E

SOUTHWESTERN OREGON COMMUNITY COLLEGE

RETIREMENT POLICY

The Employer reserves the right to establish, revise or discontinue its retirement policy without negotiations with the Federation. It is understood that any retirement policy established or revised by the Employer shall apply equally to all employees of the College.

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