

**L.C.C.S.S.A.  
Collective  
Bargaining Agreement**

**2010 – 2013**

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2010-2013

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## **PREAMBLE**

This Collective Bargaining Agreement is entered into July 1, 2010, between Lewis and Clark College, hereinafter referred to as the "College," and the Lewis and Clark College Support Staff Association, Local 4912, affiliated with the AFT-Oregon, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Association."

The purpose of the Agreement is to set forth the full Agreement between the College and the Association on all matters pertaining to wages, hours, terms and conditions of employment for all employees included in the bargaining unit.

## **ARTICLE 1: RECOGNITION**

### **1.1 Unit Description**

The College recognizes the Association as the sole and exclusive bargaining agent for all employees in the bargaining unit described as follows: Including all nonprofessional, nonexempt support staff in the College of Arts and Sciences, the Graduate School of Education and Counseling, and the Law School, including clerical, secretarial, print shop, administration offices and laboratory technician employees; excluding grounds/maintenance employees, housekeeping employees, faculty, exempt employees, professional employees, guards, student-employees, casual or temporary employees, part time employees who are regularly scheduled to work less than twenty (20) hours per week, confidential employees, and supervisors as defined in the Labor Management Relations Act, 1947.

### **1.2 Definition**

"Student employees" are persons who are students under the College's standard criteria.

"Part time Employees" who are included under this Agreement are those who are regularly scheduled to work twenty (20) or more hours per week but less than a full time schedule.

"Temporary Employees" are those persons employed on a temporary basis, with the agreement at the time of hire that their employment is not expected to last more than six (6) continuous months in a fiscal year. If the duration of employment of a temporary employee extends beyond six months and he/she is otherwise within the unit defined above, the employee's date of hire for purposes of this Agreement shall be the date upon which the employee was last hired as a temporary employee.

An "Introductory Employee" is a new employee who has not completed ninety (90) calendar days of active employment in the position. New introductory employees are excluded from coverage under this Agreement where specifically mentioned. In unusual cases, the introductory period for an employee may be extended for up to an additional ninety (90) calendar days, upon the request of the employee's supervisor and the approval of the Director of Human Resources. An employee placed on an additional introductory period shall be given notice that his/her employment may be terminated if specific deficiencies have not

been corrected or if the employee's performance is otherwise unsatisfactory during the extended period.

## **ARTICLE 2: ASSOCIATION MEMBERSHIP**

2.1 All employees who have been members of the Association on or after the January 14, 1988, NLRB certification of the Association as bargaining representative shall remain members in good standing throughout the term of the Agreement. Employees who were employed prior to the certification date and have not been members of the Association since January 14, 1988, may continue to maintain their non-member status and shall have no financial obligations under this article as a condition of maintaining their employment with the College. Employees hired into the bargaining unit after January 14, 1988, shall either (1) become a member of the Association within thirty (30) days following the date of hire or (2) pay to the Association a monthly agency fee in lieu of membership for an amount certified to the College by the Association.

An employee may file a written objection to agency fee payments based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. If such application is approved by the Association, the employee shall fulfill the requirement of agency fee by payment of the equivalent amount to United Way, unless both the employee and the Association agree upon another non-religious charitable organization.

The Association agrees to indemnify the College for any action taken by the College at the Association's request because of an employee's failure to comply with the requirements of this article.

### **2.2 Dues Payment**

The College shall deduct monthly Association dues or agency fee from those employees who request in writing that such deductions be made. The amounts deducted will be transmitted by the tenth (10th) of each month to the Association on behalf of the employees who have signed such authorizations.

### **2.3 Copies of Agreement**

The Association will distribute one (1) copy of this Agreement to each covered employee within thirty (30) days following the signing of the Agreement. The College will provide a copy of the Agreement and the Association welcome letter to new employees hired into the bargaining unit during the employee's orientation. The parties shall share equally the costs of copies distributed to employees.

### **2.4 Information**

The College will notify the Association by the tenth (10th) of each month of employees hired into the bargaining unit, terminated, or transferred out of the bargaining unit during the preceding month, and of any temporary employees otherwise included in the bargaining unit. The notification will include the employee's name, department, date and change in

employment record as noted above, and the reason the employee is no longer in the bargaining unit.

Upon request, the College shall make available to the Association, information which is reasonably necessary to negotiations to the proper enforcement of the terms of this Agreement.

The College will provide the Association by October 15th of each year, a list of all employees in the bargaining unit including the name, employee identification number, address, work telephone number, department, classification and rate of pay. The College will provide at the same time a list of all non-exempt employees together with their position.

The Association will be invited to designate bargaining unit employees to participate in the work of specific committees designated by the College relating to planning, policies, procedures and practices. The College will furnish the Association with a list of all such committees, along with the names of the committee chair persons and those serving on the committee, at the beginning of the academic year or at the time a committee is created. The College will furnish the bargaining unit employees appointed to such committees with one (1) copy of all agendas, minutes, budget documents and other written materials relevant to the committee.

The College will electronically distribute to all regular employees or post on the web electronic summaries of Board of Trustees meetings.

The College will include Association membership materials in the packets of all new employees in the bargaining unit. The Association shall also be given an opportunity to provide input in the planning and development of such orientation meetings. The union shall conduct its orientation separately from the College. Employees shall be released for up to 30 minutes to meet privately with a representative chosen by the union within 30 days of hire. A union representative shall also be released from his or her regular duties for the purpose of conducting this orientation.

## 2.5 Meetings

Meetings scheduled by the College which take place during regular work hours of the employees involved will be paid as regular work time. Meetings not scheduled by the College, or other union business must be performed on the employees own time or with the supervisors prior approval. If missed time is to be made up it shall be made up within a reasonable period of time, with the exception of occasional activities which do not interfere with the performance of the employee's duties.

## 2.6 Association Use of College Equipment and Facilities

The Association shall have the right to use a designated portion of designated bulletin boards for the purpose of posting meeting notices and announcements to Association members. Management shall designate at least one bulletin board, which may be used by the Association at each of the three major college campuses.

The Association will have the right to use College meeting facilities for Association business in accordance with the procedures established for facility use by the College.

The Association and its representatives shall have the right to use College equipment at reasonable times when they are not otherwise in use. The Association agrees to pay all costs incidental to such use.

**2.7 Voluntary Contributions to Association's COPE (Committee on Political Education)**

The College, upon written authorization from the employee through the Association, will deduct voluntary contributions to the Association's COPE Fund from the employee's regular paycheck.

The amount to be deducted shall be that amount designated by the employee in his/her voluntary written authorization as the Association shall instruct the College. Such deduction shall continue from year to year unless revoked or changed in writing by the employee and forwarded from the Association to the College Payroll Office.

The sum of all monies to be deducted will be transmitted to the Association by the tenth (10th) of each month on behalf of the employees who have signed such authorization.

**ARTICLE 3: MANAGEMENT RIGHTS**

The College, except to the extent expressly modified by a provision of this Agreement, reserves the right to manage the College and all parts of it. These rights include, among others, the rights to select and hire new employees; to direct the work force; to relieve employees from duty because of lack of work or other reasons consistent with efficient operations; to assign work to employees; to decide the number and location of its facilities, departments, and employees; to evaluate employees; to determine the need to add or to reduce numbers and classifications of employees; to add and to close departments or portions thereof; to establish standards of performance; to establish, modify, or eliminate job classifications; to introduce new tasks to existing classifications; and to introduce new or improved methods or facilities. The foregoing listing of management rights shall not exclude other rights of management not specifically set forth. The College retains all prerogatives, functions, and rights not specifically limited by this Agreement.

**ARTICLE 4: ASSOCIATION/COLLEGE RELATIONSHIP**

4.1 The College and the Association agree to support each other in its efforts to maintain good morale and accurate communications with employees and to strengthen the goodwill between the Board of Trustees, the administration, the faculty, the students, and the community at large.

4.2 The College shall post a link on the Human Resources webpage to a downloadable \*.pdf copy of the current collective bargaining agreement between the parties, and the names, titles, work email and work phone numbers of the officers of the Association.

In order to facilitate the relationship between the Association, the employees, and the College, the Association agrees to provide the College with a current list of Association officers.

4.3 At the request of either party, representatives of the College and the Association shall meet for the purpose of discussion of any matters of common interest arising out of the administration of this Agreement. Meetings will occur at times agreed to by the College and the Association. These meetings are not intended to bypass or substitute for any grievance or other review procedure of this Agreement.

#### 4.4 Release Time

The College shall provide release time to Association members in order to attend trainings, conventions, conferences and other routine association business that otherwise would require the use of vacation or other accrued time.

The release time bank shall not exceed eight (8) hours each month and will not accrue from month to month.

However, each calendar year the Association can request up to 36 hours for up to three (3) employees for the purpose of attending union-related conventions and trainings. These requests can be made no more than two (2) times per year.

Requests for release time shall be made in writing by the Association President to the Office of Human Resources and the employee's Supervisor. Requests shall be made as soon as possible, but not less than ten (10) working days in advance. Supervisors shall not unreasonably deny release time except for demonstrable department need.

The Association shall reimburse the College for release time approved pursuant to this section at the hourly rate of pay of the release employee.

### **ARTICLE 5: JOB CLASSIFICATIONS**

#### 5.1 Job Descriptions and Classifications

Each bargaining unit position will be assigned to a grade in the College compensation system and will have a written job description that accurately reflects the responsibilities of the position. The Supervisor will provide the employee with a written job description during the first week of employment. The job description will be reviewed by the employee and Supervisor at least on an annual basis.

The College will maintain summaries of the general duties falling within each classification in the compensation system. These summaries will be available for the employees and the

Association to review upon request. Copies of job classifications and job descriptions will be made available to each employee or the Association within five (5) working days of such request.

5.2 Grade level placement for each position will be commensurate with job requirements of other bargaining unit positions.

### 5.3 New Classifications

A "classification" is defined as a group of two or more positions with similar job duties, level of responsibility or qualifications. When the College creates a new job classification or substantially modifies an existing job classification within the bargaining unit, it will provide the Association with notice of such action within five (5) working days, including a copy of the job description and the assigned grade level for the classification. The Association may within five (5) working days request a review of the assigned grade level. Upon such request, the College and Association representative shall meet promptly to discuss the classification.

If the Association disagrees with the assigned grade level, a grievance may be filed with Human Resources at Step 2 in accordance with Article 15.2, Grievance Procedure.

### 5.4 New Positions

A "new" position is defined as a single, newly created position, which may or may not fit within an existing classification.

Whenever the College creates a new FLSA non-exempt support staff position, it shall serve written notice upon the Association, including a copy of the job description, its bargaining unit status and the assigned grade the College determines appropriate. Such notice shall be sent regardless of whether the position is considered by the College to be included in the bargaining unit, or in the College's OEE classification, with the exception of those positions deemed to fall within the grounds and maintenance unit represented by the International Brotherhood of Teamsters (IBT).

The College reserves the right to fill the new position as set forth in Article 13.

If the Association disagrees with the assigned grade or bargaining unit status, a grievance may be filed with Human Resources at Step 2 in accordance with Article 15.2, Grievance Procedure.

### 5.5 Reclassification

Employees may, upon request to the Human Resources Department, review job descriptions. Reclassification of a position may be requested by the employee holding that position, that employee's supervisor, the Employment Administrative Manager, or the Director of Human Resources. A request for reclassification shall be based upon substantial modifications of the duties of the position since the job was last classified. Requests by the employee and the supervisor shall not be considered where an existing classification has been reviewed for reclassification within the preceding twelve (12) months.

The determination will be made by the Director of Human Resources and his/her designee(s). The evaluators within the Office of Human Resources may request the employee or the supervisor to appear and each shall have the option to appear to answer questions and to advocate for their position on the matter. The employee and the Association shall be notified in writing within ten (10) calendar days.

Disputes pertaining to the reclassification shall be resolved by filing a grievance with the supervisor at Step One in accordance with Article 15.2, Grievance Procedure. A written grievance shall include a statement as to how the job position is inappropriately classified by the College and the appropriate grade for the position.

The effective date for the change in grade shall be the first of the month following the decision of Human Resources. Employees shall be moved to the new grade at their current step.

The classification and reclassification process shall be as transparent and open as possible. At any time, any member of the union leadership may sit in as a visitor in a reclassification interview, request an explanation for decisions reached or express concerns or offer suggestions regarding a classification.

#### 5.6 Classification Review Based on Market Factors

The College may initiate a classification review for job titles that have been hard to fill due to wages that are un-competitive in relation to area employment standards. Excessive turnover or duration of time between posting and filing of positions are understood to be indicators of market adjustments.

In the event the College wishes to adjust the grade for one or more job classifications for market reasons, it shall bargain such adjustments with the Association. The College shall provide the Association with the results of any classification review it has conducted and its proposal for market adjustments.

If the parties do not reach agreement within 30 days, this agreement will be opened for bargaining over Article 8, unless the College withdraws the proposal at any time prior to such bargaining. An exception shall be made for existing job classifications for which there is only one position within the College. This exception may be utilized only once per fiscal year.

### **ARTICLE 6: PERSONNEL FILES**

#### 6.1 Viewing of File

Each employee shall have the right, upon request, to review the contents of his/her own official personnel file. All materials in the personnel file shall be signed and dated by the person initiating such material. No material reflecting on an employee's performance shall be placed in the personnel file if the employee has not been given a copy of such material. Only one official personnel file shall be maintained by the Office of Human Resources.

## 6.2 Employee Response to File

A representative of the Association may, at the employee's request, accompany the employee and/or review his/her personnel file. The employee may respond to or answer any document in the file. The response shall be placed therein and attached to the document to which it is related. Within reason, the employee may request the Office of Human Resources to place in his/her file any material, which he/she feels, is pertinent to his/her professional career, performance and qualifications.

## 6.3 Anonymous Materials

Anonymous materials shall not be placed in official personnel files.

## 6.4 Letters of Warning/Reprimand

An employee may request that negative materials, such as letters of warning and reprimand (excluding evaluations) be removed from his/her official personnel after two (2) years, provided that no subsequent such entries have been made into that file. The Office of Human Resources shall determine whether to remove such material, depending upon the severity of the incident.

## 6.5 Official Grievance in File

Any official grievance filed by an employee shall not be placed in the official personnel file of the employee, and shall not be used in any connection with or recommendation for job placement or performance.

## 6.6 Confidentiality

All personnel file information is confidential and not to be released to prospective employers outside of Lewis and Clark College, bank officials, creditors or any other outside source without the employee's written approval or pursuant to enforceable subpoena.

The College shall maintain a review log in the Office of Human Resources for recording the date and name of any person other than Human Resources staff reviewing personnel files. Inspection of personnel files by College staff will be for personnel or other legitimate College purposes only.

# **ARTICLE 7: WORK SCHEDULES**

## 7.1 Daily/Weekly Work Schedules

Daily and weekly work schedules are determined by each supervisor to fit the needs of the department. Working hours are generally between 8:00 am and 5:00 pm. Additional shifts may be established by the College to meet its needs. Daily and weekly work schedules may be changed by the College from time to time as may be necessary to meet the needs of the College.

The work week starts on Monday and ends on Sunday.

Any changes in work schedules will be discussed with the employee to allow for consideration of the employee's preferences. The final decision on changing an employee's work schedule will be given in writing. Employees shall have the right to submit to his/her supervisor a proposed change in his/her work schedule. Full time employees are normally scheduled to work 7.5 hours per day, 37.5 hours per week.

#### 7.2 Rest Periods

Each employee shall receive a fifteen (15) minute rest period once in each half-shift as determined by the supervisor. Rest periods are not cumulative and may not be used to shorten workdays or accrue additional vacation time. Breaks are required to be taken.

#### 7.3 Meal Periods

Each employee shall be scheduled for an unpaid meal period of not less than 30 minutes and not more than one hour when scheduled to work a shift of six hours or more.

#### 7.4 Time Sheets

Bargaining unit employees shall comply with the provisions of the Fair Labor Standards Act (FLSA) as it relates to the recording of hours worked. Time sheets shall be submitted to the Payroll Office according to the annual schedule prepared by payroll. Each employee shall sign his/her time sheet. The supervisor will notify the employee of any subsequent changes.

#### 7.5 Overtime

Overtime shall be compensated at 1.5 of the employee's hourly rate and will be paid after 40 hours of pay in one week. Extra hours up to 40 hours of work will be paid at straight time. Department supervisors must approve, in advance, all overtime.

#### 7.6 Notice of Overtime

Employees will work overtime when requested as required to meet deadlines. Except in cases outside the control of the supervisor, full-time employees (defined as bargaining unit employees regularly scheduled 37.5 or 40 hours per week) required to work overtime shall be granted 12 hours advance notice. The first violation of this provision will be directed to the attention of Human Resources. The second violation by the same supervisor will be subject to the union grievance procedure, pursuant to Article 15.2(B), but only if a previous violation by the same supervisor has been reported to Human Resources.

#### 7.7 Extra Hours Requirement

If hours worked are for special event work and were not scheduled at least 24 hours in advance, there shall be a minimum of two hours pay on weekdays and four hours pay on the weekend for such work.

#### 7.8 Flex Time

Flexible working hours may be arranged between the employee and his/her supervisor so long as the hours chosen are not detrimental to the functioning of the employee's department. Such an arrangement will be sent in writing to the Director of Human Resources for approval if there are changes that are intended to be ongoing.

### 7.9 College Closures

When conditions require, the College President or designated representative may authorize closure of the College or specific areas of the College.

In the event of closure after employees have reported to work, the employees will be paid for the remainder of their regularly scheduled shift on that day.

If the College is officially closed before employees report to work, employees will not be expected to report unless specifically requested by a supervisor (provided, however, that employees will not be penalized if they are unable to report for work), and will be compensated for their regularly scheduled work day.

If a delayed opening is announced, employees are expected to report to work at the appointed time, but will be paid for the regularly scheduled workday.

If the College is closed due to inclement weather and an employee is specifically assigned to work by their supervisor, the employee will be paid their normal wages plus a premium equal to straight time wages for the actual hours worked. (Overtime provisions apply).

Employees scheduled for vacation or sick leave will not have their vacation or sick leave charged for the days the College is closed.

### 7.10 Mileage

When using one's car for College business, the employee shall be reimbursed for mileage at the College's current rate of reimbursement.

### 7.11 Swing Shift Premium

Employees working shifts with a start time of noon or later shall receive an additional one dollar (\$1.00) per hour for all hours worked beginning at 4:00 p.m.

## **ARTICLE 8: SALARIES**

### 8.1 Salary Table and Incumbent Salaries

- (a) All employees shall advance one year on the salary scale on June 1.
- (b) This paragraph will apply to employees who commenced work at the College before June 1, 2010. Effective October 29, 2010 all full time, 12 month employees shall be paid a performance bonus for their performance during the 2009-2010 fiscal year in the amount of \$1,200; all part time employees working between .9 and .99 FTE shall be paid a performance bonus for their performance during the 2009-2010 fiscal year in the amount of \$1,100; all part time employees working between .8 and .89 FTE shall be paid a performance bonus for their performance during the 2009-2010 fiscal year in the amount of \$1,000; all part time employees working between .7 and .79 FTE shall be paid a performance

bonus for their performance during the 2009-2010 fiscal year in the amount of \$900; all part time employees working between .6 and .69 FTE shall be paid a performance bonus for their performance during the 2009-2010 fiscal year in the amount of \$800; and all part time employees working between .5 and .59 FTE shall be paid a performance bonus for their performance during the 2009-2010 fiscal year in the amount of \$700.

(c) Effective June 1, 2011 all wage rates on the Salary Table will be increased by two percent (2.00%).

(d) Effective June 1, 2012 all wage rates on the Salary Table will be increased by \$0.50.

## 8.2 Initial Salary Placement

The appropriate step for initial salary placement shall be based on the difference between the minimum years of required experience in the job posting and the employee's year(s) of relevant experience as listed in their application. Partial years shall be rounded down. The maximum placement shall be year one of Step E.

The College will provide the Association with written notification of such action not less than three working days prior to an offer being made to the candidate. The information shall include a copy of the employee's resume and/or job application, the number of years of experience granted and the justification by the College. After notification the Association will have two working days to challenge the placement in writing.

The Association and the College agree that initial placement beyond the first step shall be for the purpose of acquiring new employees with relevant previous experience. Step advances for the purposes of filling vacancies in classifications that are underpaid in relation to market factors are a violation of the express terms of this agreement.

## 8.3 Temporary Supervisory Pay and Work in a Non-Unit Position

When an employee does the majority of the duties and responsibilities of his/her Supervisor in that Supervisor's absence for more than five (5) consecutive work days, the employee will receive additional compensation for this extra responsibility. Also, an employee temporarily assigned for more than five (5) consecutive work days the majority of the duties and responsibilities of a higher position in the bargaining unit classifications shall be paid the current hourly rate of the higher classification at the employee's same step, retroactive to the first day of the temporary assignment. Employees assigned to perform the majority of duties and responsibilities of a non-unit position for more than five (5) consecutive days, and assuming the incumbent or the previous employee was earning more, shall be paid no less than \$1.00 more per hour retroactive to the first day of the temporary assignment. The pay rate and the time involved will be decided in advance, whenever possible, by discussion between the employee, the supervisor and the Director of Human Resources.

## **ARTICLE 9: HOLIDAYS**

### **9.1 Holidays**

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

New Year's Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
The day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
All regular work days between Christmas Day and New Year's Day

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

### **9.2 Weekend Holidays**

Whenever a holiday falls on a Sunday, the succeeding Monday will be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

### **9.3 Holiday Pay**

Holiday pay shall be available to an employee who is on active pay status the scheduled workday before and the scheduled workday after the holidays listed above, unless otherwise agreed by the College. Holidays which occur during vacation or sick leave will not be charged against such leave.

### **9.4 Holiday Work**

If an employee works on any of the holidays listed above, he/she will be paid in addition to holiday pay, regular pay at one times the hours worked. Employees will be paid a minimum of four hours for time worked on a holiday.

## **ARTICLE 10: VACATION**

### **10.1 Accrual**

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

Years of Service and Days of Vacation Accrued for 12 Month Employees:

Years of Service	Accrual (days per month (worked	Hrs Per Month for 7.5 hr day	Hrs Per Month for 8.0 hr day	Days Per Year	Maximum Accrual (Days Per Year) Fulltime
0-1	1.25	9.375	10	15	18
1	1.25	9.375	10	15	18
2	1.25	9.375	10	15	18
3	1.25	9.375	10	15	18
4	1.25	9.375	10	15	18
5	1.5	11.25	12	18	24
6	1.5	11.25	12	18	24
7	1.5	11.25	12	18	24
8	1.5	11.25	12	18	24
9	1.5	11.25	12	18	24
10+	2	15	16	24	24
11	2	15	16	24	24
12	2	15	16	24	24
13	2	15	16	24	24
14+	2	15	16	24	24

9 -11 Month Full-time Employees:

9 -11 month employees accrue vacation at the same rate as 12-month employees (based on years of completed service).

Vacation with pay for part time employees regularly scheduled to work 20 or more hours per week shall be prorated against the 37.5-hour per week normal full time load.

10.2 Maximum Accumulation

Vacation time is normally not to be accumulated and carried over from one year to the next. For purposes of vacation accrual the year runs from September 1 to August 31. Employees shall be permitted to use yearly at least the amount of time that has been accrued during that year.

When an employee has accumulated the maximum allowable vacation, he/she shall not accrue any further vacation until time is taken. The employee shall then resume accruals beginning on the date the vacation was taken.

10.3 Accrual During Partial Months

Vacation shall accumulate only in those months in which a full time employee is compensated for at least seventy-five (75) hours. The level for part time employees will be prorated against the normal full time workload. Vacation shall not accrue while an employee is on unpaid status. Additional vacation will not be accrued by employees working overtime.

#### 10.4 Vacation Advances

Employees shall not be allowed to take paid vacation in advance of being earned. However, 9, 10, 11 month employees who are refused vacation due to departmental needs shall be allowed to treat the necessary amount of their unpaid time as vacation time rather than lose vacation that cannot be carried over because of limits on carryover.

#### 10.5 Scheduling

Vacation leave will be scheduled in advance by the employee in cooperation with his/her supervisor taking into consideration the efficient operation of the unit and the preferences of the employee. Employee requests for vacation time during the academic year shall not be unreasonably denied based on the needs of the department. In the event two (2) employees request vacation at the same time, the supervisor may allow employees in the affected classification to exercise seniority rights to determine priority for the requested period.

#### 10.6 Payment on Termination of Employment or Death

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

### **ARTICLE 11: SICK LEAVE**

#### 11.1 Accrual

Employees will accrue sick leave at their regular rates of pay, at the rate of one (1) working day per month. Employees who have completed five (5) years of employment with the College will accrue sick leave at the rate of one and a quarter (1.25) days per month. Sick leave will be accrued by an employee who is in paid status for seventy-five (75) or more hours in the month. The benefit accrued for part time employees will be prorated according to the hours the employee normally works compared to a full workload.

#### 11.2 Maximum Accrual

Employees may accumulate up to 130 working days of sick leave.

#### 11.3 Utilization

Accumulated but unused sick leave shall be payable when an employee is unable to work because of his/her incapacitating illness or injury. Absence for doctor and dentist appointments may also be charged to sick leave. An employee requiring use of sick leave shall give notice to his/her supervisor before or at the beginning of his/her shift unless physically incapacitated or other arrangements are made. In that case, notice shall be given as soon as reasonably possible. Absence from work because of illness or injury shall be subject to reasonable verification by the College for the purpose of preventing sick leave abuse. Absences due to illness or injury, which exceed accumulated sick leave, will be charged to accumulated vacation before an employee is placed on leave without pay.

An employee may use up to three days of accrued sick leave per academic year (September 1 through August 31) in conjunction with immediate family (parent, child and spouse) when they are ill or injured. Such leave shall not be used for household or non-medical purposes. If the leave qualifies under OFLA the employee may use all available accrued sick leave and vacation.

#### 11.4 Termination of Employment

Employees will not be paid for unused sick leave at the time of termination of employment.

#### 11.5 Well Days

Employees who maintain a perfect attendance record by having no absences from scheduled workdays, other than pre-scheduled medical appointments or health-related emergencies during each year will be allowed a personal day off, with pay. The year for purposes of this section will be measured by the academic year (September 1 through August 31). Any such personal day off must be taken in the 12 months immediately following the eligibility year or it will be lost.

#### 11.6 Sick Leave Sharing Program

##### A. Coverage

The purpose of the Sick Leave Sharing Program is to provide a way for employees to transfer accrued sick leave to non-exempt employees in need of additional leave after exhausting their own accrued sick leave and vacation hours, owing to their own serious health condition.

The Program applies to an employee's serious health condition covered under FMLA/OFLA, excluding conditions resulting from any occupationally related accident or illness and for which Workers Compensation benefits have been awarded.

Employees shall be expected to comply with the notification requirements established by the College consistent with applicable law.

Sick leave days are to be transferred directly from donor to recipient, paid at the recipient's current rate of pay.

##### B. Eligibility

All bargaining unit employees who have one year of continuous service are eligible to participate in the Program as a donor or recipient.

All exempt, benefit-eligible employees who have one year of continuous service are eligible to participate in the Program as a donor only.

##### C. Limits

The number of additional sick days an employee can receive through this Program will not exceed thirty (30) days in any twelve-month period. Employees can donate a

maximum of five (5) days of sick leave in any twelve-month period and must keep a balance of not less than ten (10) days after each transfer.

D. Pledge Card

Employees wishing to donate their sick leave days should complete a Lewis & Clark College Sick Leave Sharing Program pledge card and submit it to the Office of Human Resources. Employees wishing to utilize the Sick Leave Sharing Program should complete the Sick Leave Sharing Program Request Form and submit it to Human Resources.

E. Transfer Procedures

The Office of Human Resources will notify the donor and recipient of the transfer and explain how to note the changes to sick leave accrued/used on relevant documentation.

F. Administration

A representative from the Office of Human Resources will make the determination of benefits based on the definition of a serious illness or injury under the Oregon Family Leave Act, Family Medical Leave Act, and the guidelines outlined above. In the event that an employee is denied, Human Resources shall provide notice to the employee within five (5) working days of the reasons for the denial. The notice shall include that bargaining unit members have the right to file a grievance contesting the denial within ten (10) working days of receipt of the denial in writing. Grievances filed under this section shall be heard as Step 2 grievances in accordance with Article 15.2, Grievance Procedure.

Disputes regarding the administration and decisions made under the Sick Leave Sharing Program shall be directed to the Director of Human Resources and submitted to the Appeal Committee. The Appeal Committee will consist of a representative from the Office of Human Resources, a representative appointed by the Association, and one mutually agreed upon representative-at-large.

Appeal of a denial must be made in writing and must include the appropriate release of relevant medical information to the Appeal Committee. The decision of the Appeal Committee will be final and binding and shall not be subject to the Grievance and Arbitration provisions of Article 15 of the collective bargaining agreement.

## **ARTICLE 12: OTHER LEAVES OF ABSENCE**

### **12.1 Personal Leave**

An employee may, subject to College approval, be granted a personal leave of absence not to exceed six (6) months. Personal leave may be for, or in addition to, any of the specific reasons stated in this Article, or for other justifiable reasons. Such leave shall be requested in writing. Leaves under this section shall be without pay.

## 12.2 Military Leave

Employees will be granted leave without pay for military services, as required by federal law.

## 12.3 Family Leave

Leaves of absence of up to twelve (12) weeks shall be granted to eligible employees under the provisions of the Federal Family and Medical Leave Act and the Oregon Family Leave Act. Those portions of leaves qualifying for paid leave will be paid per College Family Leave policy in effect at the time this agreement is ratified. Leaves that qualify under both federal law and state law shall be charged concurrently against the periods allowed by federal and state statutes. An employee requesting a FMLA/OFLA leave shall comply with the notification requirements established by the College consistent with the applicable law. Employees returning from an approved FMLA/OFLA leave shall be reinstated/re-employed as required by those Acts.

## 12.4 Jury Duty and Court Appearances

An employee subpoenaed for jury duty will continue to receive his/her normal pay. When it is deemed necessary, the College may request that an employee be excused from jury duty for a bona fide hardship. Employees reporting for jury duty services shall communicate with their supervisors to obtain instructions as to whether to report for work when excused early from a day of jury duty. Absence of an employee required to testify as a witness on behalf of the College shall be allowed without loss of pay. An employee subpoenaed for jury duty must provide a copy of the subpoena to his/her supervisor.

Employee appearances in court on personal matters may be charged to vacation leave or time off without pay. Requests for such personal absences must be made sufficiently in advance so as not to disrupt the work of the employee's department.

## 12.5 Funeral Leave

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

## 12.6 Medical Leave

An employee whose personal illness or injury as certified by a licensed physician, requiring continual (not intermittent) absences from work, shall be granted leave of absence without pay, except to the extent that the employee has accrued sick leave or vacation, for the duration of the illness, not to exceed six months. If the employee is eligible for medical leave through FMLA or OFLA the FMLA/OFLA leave will run concurrent with the personal medical leave, for a combined total of no more than six months. Such type of leave shall be granted only to employees who have completed their initial introductory period.

When an employee begins medical leave, the College will attempt to fill the vacancy with a temporary employee if the treating physician for the employee on leave provides the College with a written medical opinion that the employee will be able to return to the job within the remaining available leave. The College may hire a regular employee to fill the vacancy if such an opinion is not provided if doing so does not violate Federal or State leave laws. The employee requesting such leave will be informed of the purpose of the request for a medical opinion and of his or her rights under this section.

#### 12.7 Return from Extended Medical Leave

Upon return from medical leave of absence, an employee shall be returned to his/her position held at the time the leave began if able to perform the job and if it is then available. If the former job is not available, the employee will be offered another suitable and available position, if any such position then exists. If no suitable position is available, the employee will then be treated as a laid off employee with recall rights under Article 18.

An employee who cannot return to work upon the expiration of all the extended medical leave will be placed on laid-off status. and shall have recall rights under Article 18.

#### 12.8 Benefits While On Leave

Holiday, vacation, and sick leave benefits will not accrue during any period while an employee is not being paid salary, holiday, vacation, or sick leave payments directly from the College. These benefits do not accrue while an employee is on unpaid status, worker's compensation, or long term disability insurance. Employees on worker's compensation benefits will continue to receive medical insurance coverage while on worker's compensation leave as required by Oregon law and in accordance with the terms of the policy.

Insurance benefits, such as medical, dental, life, AD&D and disability may be continued in accordance with College policies, provider contracts and applicable federal and state law.

### **ARTICLE 13: PROMOTIONS AND TRANSFERS**

#### 13.1 Job Postings

Employees are encouraged to apply for promotion and transfer opportunities. The College will provide the Association with written notification, which may be in the form of email(s), of vacancies in existing bargaining unit positions. The College will email notification of vacant positions to the campus community. The College shall maintain position announcements on the Human Resources website. The College may advertise the vacancy to the public at the same time it is posted.

Each Association job posting shall contain the phrase: "This position is represented by the Lewis & Clark College Support Staff Association Local 4912 of the American Federation of Teachers." The posting shall also include the URL to the current collective bargaining agreement between the College and the Association.

### 13.2 Procedures

Notice of job vacancies will be posted for not less than five working days. Interested employees may apply online through the Human Resources website. Bargaining unit members who apply and meet the minimum qualifications for the vacancy will be interviewed in the same manner as external applicants. Vacancies will be filled based upon the requirements of the job and the relative qualifications of the applicants.

Bargaining unit employees not selected shall be provided with the reason for the denial in writing. The Association President shall receive a copy of such notification.

The College shall make every effort to hire qualified internal applicants for promotions and transfers before new employees from the outside for the position. The College will annually document its efforts in a written report to the Union by April 1 of each year. Included in the documentation will be the number of bargaining unit and non-exempt bargaining unit excluded positions posted by the College, the number of internal applicants that apply for each open position, the number deemed qualified, and whether an internal applicant was selected.

### 13.3 Trial Period

An employee who receives a promotion or transfer to another position will serve a trial period of up to thirty calendar days in the new job. During the 30-day trial period, the employee may return or be returned to his or her previous position.

### 13.4 Promotions

Effective upon the date of ratification of this agreement, employees promoted to a position in the next higher pay grade shall be paid within the new grade at the same step.

### 13.5 Transfers

A transfer is a reassignment of an employee to a different job within the same pay grade. A transfer may occur within the department, between different departments, or from one job classification to another. The pay rate will remain the same. The employee will retain his/her seniority with the College as long as the position remains a bargaining unit position.

## **ARTICLE 14: DISCIPLINE AND TERMINATION OF EMPLOYMENT**

### 14.1 Resignations

An employee intending to resign should give at least two (2) weeks written notice of resignation. The College may in its sole discretion accelerate the effective date of the resignation and pay the employee for the balance of the notice period.

### 14.2 Discipline and Discharge

No employee who has completed his/her initial introductory period shall be disciplined without just cause. If an employee's work performance is unsatisfactory, the employee shall

be informed in writing of the specific deficiency. Pursuant to Article Six, Personnel Files, an employee's written Annual Performance Reviews shall not be cited as prior discipline.

For purposes of this article, discipline may include oral or written warning, a suspension, a disciplinary probation period, or discharge. Discipline shall be administered in private and shall be progressive. The nature of the offense will determine the step of progressive discipline to be used.

Employees may be disciplined for repeated tardiness, repeated absences, refusal to perform assigned work, insubordination, intentional falsification of College reports or records, or violation of standards of behavior reasonably expected for employees of the College for which the College determines disciplinary action to be appropriate. The foregoing list of causes sets forth examples only, and is not intended to exclude other reasonable causes for disciplinary action.

An employee has the right to submit a written statement in response to any written warning or reprimand and have such statement attached to the disciplinary document placed in his/her personnel file.

An employee has the right to have a representative present at any meetings which the employee believes may result in discipline. The employee will be notified of the purpose prior to investigatory and disciplinary meetings. If the purpose of the meeting is to apply discipline at the level of a written warning or greater, the employer shall inform the employee of his or her right to have union representation at the meeting.

#### 14.3 Statement of Reasons

The College will provide an employee with a written statement of reasons for his/her suspension or termination. A copy of such statement shall be provided to the Association within two (2) working days, unless the employee requests that a copy not be provided to the Association and the information remain confidential. As part of the investigation or grievance procedure, the College will provide to the Association copies of all relevant documentation.

#### 14.4 Introductory Employees

An employee who has not completed his/her initial introductory period may be discharged for any reason sufficient in the College's sole discretion to justify termination. The discharge of such an employee will not be subject to the arbitration provisions of Article 15.

#### 14.5 Probation for Unsatisfactory Work Performance

An employee who fails to meet established standards of attendance, work performance, or conduct may, at the discretion of management, be placed on a special probationary period up to and including three (3) calendar months.

If the employee fails to achieve satisfactory performance, attendance or conduct within the specified probationary period, the employee shall be subject to discipline under Article 14.

## ARTICLE 15: GRIEVANCE AND ARBITRATION

### 15.1 Definitions and Provisions

Grievance: A grievance is a claim that a violation of a specific term of this Agreement has occurred. A dispute or complaint refers to all other matters not involving an alleged violation of this Agreement.

Grievant: Any bargaining unit employee, group of bargaining unit employees or the Association, who alleges a violation of the terms and conditions of this Agreement and thereupon initiates grievance procedures.

Days: As used herein shall mean workdays excluding weekends and holidays. The number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process.

Time Periods: The time periods specified in this article may be extended or modified by written mutual consent; otherwise, failure to file or advance a grievance within the time periods specified shall be treated as a waiver and final disposition of the subject matter of the grievance in favor of the College.

### 15.2 Grievance Procedure

The following procedure shall be applicable to all grievances, disputes and complaints and shall be the sole method for resolution of such matters. A determined effort shall be made to settle such differences at the lowest possible level and the Association and the College agree that every attempt should be made to resolve differences informally. The Association may at any time during this process withdraw a grievance, dispute or complaint.

#### Step 1

- A. Since the purpose of this procedure is to settle grievances equitably at the lowest possible administrative level, a thorough discussion of the complaint shall be conducted by the grievant and the supervisor who has approved the action which has caused the employee to be aggrieved and to seek grounds for resolution of the problem. The grievance, dispute or complaint shall be taken up between the immediate supervisor and the grievant and/or Association representative within ten working days of its occurrence for a discharge grievance and within fifteen (15) working days of its occurrence or the first knowledge of its occurrence for other grievances.
- B. In the event that the problem cannot be resolved at Step 1A, the grievant shall prepare within ten (10) days a written statement of such fact and setting forth the basis and particulars of the grievance and furnish it to the supervisor. A written response from the immediate supervisor or his/her designee will be given within ten (10) working days as to the reasons for the decision thereof.

### Step 2

In the event the matter is not settled at Step 1, and the grievant wishes to pursue the matter further, the grievance may be presented in writing to the Director of Human Resources and the Dean or Vice President, as appropriate for the employee's organizational unit within ten working days after receipt of the supervisor's response in Step 1, or failing such a response, within ten working days after the date the response was due. Within ten (10) working days after receipt of the appeal, the Dean, Vice President or his/her designee shall arrange a meeting concerning the grievance. At that meeting the grievant and/or Association representative shall be allowed to present any evidence he/she may have in support of the grievance and to present a full explanation of his/her position on the grievance. Within ten working days of the meeting, the Dean or Vice President or his/her designee shall submit a written decision on the grievance to the grievant.

### Step 3

If no resolution is reached within ten (10) working days after use of the procedures in Step 2, the grievant and/or the Association representative may file a written request for a meeting with the College President or his/her designated representative in an attempt to settle the grievance. Thereafter, the College President or his/her designated representative and the grievant and/or Association representative will meet within ten (10) working days. A written decision from the President or his/her designated representative will be given within ten (10) working days following the meeting.

### Step 4

For grievances only, in the event the grievance is not resolved at Step 3, or if the President or his/her designee does not render a written decision within the time specified in Step 3, and the Association wishes to pursue the matter further the grievance shall be submitted to final and binding arbitration. If the Association does not file notice with the President and the Director of Human Resources of the intention to arbitrate within ten (10) working days of its receipt of the President's or his/her designee's written decision at Step 3, or failing such response, within ten (10) working days after the date that the decision was due, the grievance shall be deemed withdrawn and resolved against the grievant.

### 15.3 Arbitration

Upon timely receipt by the College of the Association's written notice of its desire to take a grievance to arbitration, the parties shall have ten (10) working days within which to select a mutually acceptable arbitrator. If the parties fail to agree within this period, they shall jointly request the Oregon State Conciliation Division of the Employment Relations Board to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. Both the Association and the College shall have the right to strike three (3) names from the list. A flip of a coin shall determine which party shall strike first. The remaining name on the list shall be that of the arbitrator. An arbitrator's award and settlement of any grievance under the grievance procedure above provided shall be final and binding upon the College, the Association, and the grievant. The arbitrator shall have the power to interpret this Agreement and apply it to the particular facts submitted to him/her but shall

have no authority to add to, subtract, from or in any way modify the terms of the Agreement, nor shall he/she have any authority to limit or change any policies, practices, rules or regulations of the College not in conflict with the specific terms of this Agreement.

At the time of the arbitration hearing, both parties shall have the right to examine and cross-examine witnesses and a written transcript of the proceedings may be made upon request of either or both parties. If both parties request a transcript, the parties shall share equally the costs of the arbitrator's copy of the transcript and all other expenses related to the preparation of the transcript including in the fees and expenses of the reporter. If only one party requests a transcript, it shall be responsible for the costs of the reporter and the arbitrator's copy. If the other party wishes to use the transcript for any purpose it shall then be responsible for one-half of such costs.

The arbitrator's fees and expenses shall be shared equally by the parties.

#### 15.4 General Procedures

No claim for back wages shall exceed the amount of wages the grievant would have earned minus (1) any unemployment compensation received by the grievant and (2) any other compensation he/she has received from other sources which replaces his/her lost earnings from the College during the period of suspension or discharge.

#### Complaints

Any employee complaint or dispute, which does not qualify as a grievance may be pursued by the employee up to and through Step 3 of the grievance procedures, set forth above. The College's decision on the complaint at Step 3 shall be final.

#### Representation

The grievant must be present at Step 1 and may be present at all others. A grievant may be represented at any or all of the steps of the grievance procedure by himself/herself, up through Step 3 or at his/her option, by a representative selected and approved by the Association. When the Association takes a grievance to arbitration, the grievant shall be represented by the Association or its designee. An Association representative shall have the right to be present and to assist in the resolution of the grievance at each step of the procedure. A settlement reached by a grievant without representation by the Association will not be precedent setting.

The grievant and the Association representative shall be paid their regular rate of pay for time scheduled in advance by management which is spent in resolving the grievance during their regularly scheduled working hours.

## ARTICLE 16: BENEFITS

### 16.1 Health and Dental Benefits

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

b) One (1) representative of the Association shall participate as a member of the Fringe Benefit Committee.

c) The College will notify the Association of all proposed changes in the health insurance plans and costs at least 30 days before the effective date of those changes. Benefit eligible employees working nine (9), ten (10), or twelve (12) months will be provided benefits for twelve (12) months. The employees will be responsible for their portion of premiums all twelve (12) months.

d) Employees who provide proof of medical coverage elsewhere and who choose to waive coverage will receive \$25.00 per month for use to purchase other benefits or receive as additional taxable income.

e) The College agrees to limit the cumulative premium percentage employees pay to no more than 31% of total premiums. This percentage is calculated by comparing total annual employees' premiums to total annual premiums for Kaiser medical and dental, PEHT (Point of Service medical and Fee for Service Dental) and Willamette dental. This calculation will be made at least annually no later than March 15 or at the time of written request by the LCCSSA. The College will share the necessary documentation with the LCCSSA to satisfy compliance with this agreement.

### 16.2 Life Insurance

The College provides a group term life insurance plan and Accidental Death and Dismemberment insurance plan for all employees regularly scheduled to work at least thirty (30) hours per week. The College contributes 100 percent of the cost of the basic coverage of one and one-half (1-1/2) times salary (\$15,000 minimum) life benefits. Optional term, additional accidental death and dismemberment, and dependent coverage is available at employee expense. Optional term and dependent insurance requires proof of insurability.

### 16.3 Retirement (TIAA/CREF)

The retirement plan is currently carried by Teachers Insurance and Annuity Association/College Retirement Equities Fund (TIAA/CREF). The College shall have the right to change the carrier for its defined contribution plan without bargaining. Regular employees who have completed one year of service and otherwise meet the requirements of the College's plan with TIAA/CREF, or any successor carrier, are eligible to participate. The

College will contribute the equivalent of 9% of monthly salary to the plan for all eligible employees, provided they complete any necessary application forms. Employees may contribute additional amounts within federal mandated limits. Upon retirement or other termination of employment, the employee shall have all options available under the College's agreement with TIAA/CREF or any successor carrier.

Employees 21 years or older, who meet the eligibility requirements, may participate in the College's group retirement plan.

#### 16.4 Supplemental Retirement Annuities (SRA)

In addition to the TIAA/CREF retirement program, an eligible employee may voluntarily choose to invest in TIAA/CREF Supplemental Retirement Annuities. The College does not contribute to Supplemental Retirement Annuities.

#### 16.5 Long Term Disability Insurance

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

#### 16.6 Plan Terms

The specific eligibility requirements, coverage, and benefits provided under the above plans are subject to the terms of the plans themselves. The College reserves the right to change carriers, benefits, deductibles, contribution levels and eligibility requirements under the above plans after giving the Association notice of the proposed changes and the opportunity to bargain concerning them.

#### 16.7 Other Fringe Benefits

The College maintains other fringe benefit programs for the benefit of its employees. In general, these programs have been adopted and changed over the years to reflect the College's resources and the needs and desires of its constituent groups of employees. The College reserves the right to modify these programs, except for parking privileges, from time to time as they affect employees in the bargaining unit, so long as the Association is notified in advance and so long as the same modified terms apply to other groups of employees in the College.

With respect to parking privileges, the College may increase the rate charged to unit employees up to a fee of \$375 per year without further bargaining so long as the fee increases also apply to other groups of College employees. All employees within the bargaining unit shall be eligible for the pre-tax deduction of their parking pass costs so long as it is permitted on a pre-tax basis by the Internal Revenue Service.

Employees with a permanent disability who possess a disabled person parking permit will be charged one-half (1/2) of the prevailing rate set by the College.

#### 16.8 Tuition Assistance Program

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

### **ARTICLE 17: JOB SHARING**

17.1 Upon approval of the College, in its sole discretion, two support staff members may share a single full time position. Each employee shall be entitled to a pro-rated share of the benefits of the full time position in proportion to the share of that position regularly scheduled for each. The intent of the parties is that the cost to the College for job sharing shall not exceed the cost of having a full time employee in the job. Each such employee is subject to the eligibility requirements for insurance and retirement benefits and will be allowed to participate in those plans only if they work at least the minimum number of hours necessary to meet the plans' requirements.

Each employee on a job sharing arrangement will be placed on the salary schedule according to the criteria set forth in Article 8 of the Agreement.

### **ARTICLE 18: REDUCTION IN FORCE**

#### 18.1 Procedure

The College reserves the right to determine the need for the elimination of a position or a reduction in the number and location of positions or a reduction in the number of months or FTE's worked in any position in the bargaining unit. If the College makes such a determination, it will notify the Association at least thirty (30) calendar days before the effective date of the change. The Association shall have the opportunity to propose alternatives and to bargain over the impact of the change. In the absence of agreement on the issue, the College's determination as to the need for reductions and the means by which those reductions will be implemented shall be final.

#### 18.2 Selections

- (a) The College will make reasonable effort to reduce the number of temporary employees and less than 20 hours part-time employees performing similar work where such reductions would effectively eliminate the need to lay off a bargaining unit employee.
- (b) Before scheduling a unit employee for layoff, the College will invite volunteers for layoff from within the same grade. The College may also develop a voluntary separation program, so long as such program does not violate the terms of this Agreement. The Union shall be informed of the terms of such a program.
- (c) In the event of the reduction in FTE's or the elimination of a specific bargaining unit position, the incumbent in the position will be the employee initially identified for layoff.

- (d) A senior qualified employee identified to be laid off may bump the least senior employee in the same wage grade only if:
- (1) The bumping employee provides written notice of intent to bump to the Human Resources Department within five (5) working days of his or her receipt of the notice of layoff,
  - (2) The bumping employee has the qualifications to perform the bumped employee's job as described in Section 18.5,
  - (3) The bumping employee is senior to the bumped employee.
- (e) The bumping employee will be given reasonable support and/or training to facilitate the transition to his or her new position.
- (f) An employee unable to bump within the same grade may bump the least senior person in a lower grade if the bumping employee satisfies the above criteria (d)(1)-(3)). If the bumping employee is successful, he or she will maintain the same percentage of maximum of wage within his or her current grade in the new grade to which he/she is moved.
- (g) If a bumping employee is not qualified for the position held by the least senior employee in the lower grade, the bumping employee may attempt to bump the next least senior employee in the same grade or the least senior employee in a lower grade. This option may continue, as long as the bumping employee is senior to the potentially bumped employee, until bumping is successful.
- (h) An employee reduced in FTE may bump the least senior person within the same wage grade with equivalent FTE (before the reduction) consistent with this section. Employees so reduced shall be eligible to bump into a lower grade.

### 18.3 Filling Vacated Positions

The College will provide reasonable opportunity under Section 18.6 for employees being laid off to apply for vacant positions as they become available between the date of notification of layoff and one year following the effective date of the layoff.

### 18.4 Seniority

Seniority shall be calculated from the employee's date of hire reflecting total employment by the College regardless of positions filled. Employees on approved paid or unpaid leave of absence shall accrue seniority for the purposes of this Article. An employee returning to the College after a break in service will not accrue seniority during the break but can count the prior service.

18.5 Qualifications Review BoardA Qualification Review Board shall be established to evaluate the relative qualifications if an employee scheduled for layoff wants to bump under Section 18.2 or exercise recall rights under Section 18.6 and there is a dispute as to

qualifications. The Board will include the Director of Human Resources (or designee), one person designated by the Association, and a third person designated by the Director of Human Resources (or designee) and the Association's designee. These designated persons may be drawn from the Job Classification Committee. In evaluating qualifications, the Board will consider the job description of the position in question, the employee's skills, education, training, abilities, past performance, job related experience and seniority. The decision of a majority of the Board will be final and binding on all concerned and such decision shall not be subject to the grievance and arbitration procedure under Article 15.

#### 18.6 Recall Rights

An employee who is laid off shall receive first consideration for openings for which he or she qualifies, arising during the year following the date of layoff. The College will satisfy this requirement by mailing to the laid-off employee a copy of the potential job announcements. The employee is responsible for keeping the College informed of his or her current mailing address and telephone number. The College will evaluate qualifications as described in Section 18.5 for those who apply. Among those applicants who are qualified, the most recently laid off shall be offered the first opportunity to return to work.

### **ARTICLE 19: NO STRIKE - NO LOCKOUT**

#### 19.1 No Strikes

The Association and its members, as individuals or as a group, will not initiate, cause, or participate or join in any strike, sympathy strike, work stoppage or slowdown, picketing, or any other restriction of work at any location of the College for the duration of the Agreement. In the event of a strike, work stoppage, slowdown, picketing, or other restriction of work in any form, for the duration of this Agreement, either on the basis of individual choice or collective employee conduct, the Association will immediately upon notification from the College make all reasonable efforts to secure an immediate and orderly return to work.

#### 19.2 Lockout

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

### **ARTICLE 20: HEALTH AND SAFETY**

20.1 The Association and the College agree that a safe and healthy work environment contributes to the prevention of injuries and to the reduction of property damage. Members of the Association and the College will strive to maintain a safe and healthy work environment.

20.2 The College and employees of the College will comply with all workplace and safety requirements of state and federal laws and regulations.

20.3 As required by ORS 437.001.0765, the College must have a Health and Safety Committee. Any employee can raise health and safety issues with this Committee.

20.4 The College will provide training in employee orientation on the College Health and Safety Rules, Regulations and Procedures.

20.5 The College will provide health and safety equipment, as required by law, upon request.

20.6 The College will continue to maintain a safe work environment at computer workstations.

20.7 The College will continue to provide upon the request of the employee, through the Occupational Health & Safety Office, training and consultation on work station ergonomics.

20.8 Effective April 1, 2007, the College will maintain a written procedure for the safe evacuation of buildings in the event of fire, explosion, threats involving explosive devices or other actual or potential disasters. The procedure will contain provisions for annual drills.

#### **ARTICLE 21: CAREER DEVELOPMENT**

21.1 The parties recognize that it is in the best interest of the College and the Association to provide in-service training opportunities and professional development for bargaining unit members. A Career Development Reimbursement Fund in the annual amount of \$12,000 shall be made available to bargaining unit members for job-related conferences, workshops, training sessions, course work and seminars that enhance the employee's work performance and facilitate professional growth in any potential position the employee aspires to attain at the college.

Effective July 1, 2011, the employer agrees to raise the Fund amount to \$14,000 and the per person maximum to \$750.00. Effective July 1, 2012 the employer agrees to raise the Fund amount to \$16,000 and the per person maximum to \$800. The per person maximum will remain at \$700 until July 1, 2011.

A committee consisting of two representatives from both the College and the Association will administer the Career Development Fund

A copy of the procedure for submission and approval shall be made available to all bargaining unit members by the Association at least annually, in addition to the information provided in the Agreement and on the website.

Funds shall be allocated on a first come, first serve basis, with the goal of providing the maximum benefit to the maximum number of people over the fiscal year of the fund. Provision shall be made to allow employees who have received grants under this section during the current fiscal year to apply for an additional grant in the event that monies remain in the Career Development Fund during the fiscal year.

21.2 Bargaining unit members may also apply for funds to attend college or university courses where such courses are directly related to the employee's current work assignment or to a position to which the employee could reasonably expect to be promoted.

21.3 The College environment as an educational facility also provides many opportunities for personal, academic and career development. The College will allow employees to take advantage of these opportunities, and will assist in scheduling work release time for the employees so long as the employee's attendance does not interfere with the efficient operation of the work unit, and the employee's supervisor approves. Work release time for attendance at these events may be conditioned upon the employee's agreement to make up the time, or an agreed portion thereof, within the same work week.

21.4 The College will pay the full cost of tuition, fees and supplies for any class, workshop, or seminar which an employee is directed to attend. These costs shall not be charged against the Career Development Funds described above. If such attendance is required outside the employee's normal work hours, the employee shall be paid in accordance with the Fair Labor Standards Act requirements.

21.5 On Campus Workshop

The Association and the College agree to continue the practice of a co-sponsored Support Staff Workshop for the promotion of personal and professional growth. This workshop shall be held at a mutually acceptable date and time. Bargaining unit members will be provided release time to attend. The parties further agree that the College will provide a luncheon for the participants.

**ARTICLE 22: UNION OFFICE**

Office

The College shall make a best effort to provide LCCSSA with a secure location suitable for conducting union business. The location shall include connection to the College's computer and telephone networks. The location shall be provided with desk, chair, telephone and file cabinet. Nothing in this section shall limit the right of the College to move the location of the office upon notice to the Association.

**ARTICLE 23: NON-DISCRIMINATION**

There shall be no discrimination on the basis of race, color, sex, religion, age, marital status, national origin, any physical or sensory disability, veteran status, sexual or gender orientation, political affiliation, or any other basis protected by applicable local, state or federal law.

**ARTICLE 24: DURATION OF AGREEMENT**

24.1 Termination and Severability

A. Termination

Except as provided in Article 8.1, this Agreement shall become effective as of July 1, 2010, and shall remain in effect to and including May 31, 2013, and shall continue in effect thereafter unless either party gives 60 days prior written notice, expressly stating its intention to terminate the Agreement as of May 31, 2013. If such notice is not given, either party may thereafter terminate the Agreement upon 60 days written notice to the other party. Upon receipt of notice to modify the Agreement, the parties shall meet as soon as practicable for the purpose of negotiating a new agreement.

For the purpose of the 2010-2013 agreement, the parties shall convene bargaining for a successor agreement not later than February 20, 2013 . The parties agree to convene bargaining on February 21, 2011

- 1) The College's contribution to employees retirement plan described in Article 16.3; and
- 2) Wage changes to be effective June 1, 2011 and June 1, 2012.

At the first bargaining session in 2011 and 2013, the parties shall set the next three bargaining dates during the next 30 days.

The College may open this Agreement upon its request in the event that laws or interpretations regarding employee benefit plans require some change in employee participation rates in College employee benefit plans in order to allow continued IRS qualification of the plans. In such event, the College may open this Agreement for negotiations on the particular plan affected.

B. Severability

In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court or agency of competent jurisdiction, or is affected by changes in statutes or regulations, all other provisions of this Agreement shall continue in effect. Only the subjects of the affected provisions shall be subject to collective bargaining during the term of this Agreement.

24.2 Closure

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, each party for the life of this Agreement voluntarily and unqualifiedly waives the right, and each agrees that, except as provided elsewhere in this Agreement, the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any of the parties at the time they negotiated or signed this

Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

By their signatures below, representatives of the negotiations committees indicate their agreement with the points set forth above.

LEWIS & CLARK COLLEGE

LEWIS & CLARK COLLEGE  
SUPPORT STAFF ASSOCIATION

By: <u>Carl B. Vance</u>	By: <u>[Signature]</u>
Title: <u>Vice President for Business &amp; Finance</u>	Title: <u>PRESIDENT</u>
Date: <u>6/23/11</u>	Date: <u>6/16/11</u>

# APPENDIX A

## Salary Table

July 1, 2010 – May 31, 2011												
Steps	A	B	C	D	E	F	G	H	I	J	MAX	
Years of Service (Divided by Tier 1 or 2 in the Steps)	0 to <1	1 to <2	2 to <3	3 to <5	5 to <7	7 to <9	9 to <11	11 to <13	13 to <15	15 to <17	17+	
Percent Increase in Scale	3.72%											
Job Titles	Grade											
Bookstore Clerk, Departmental Specialist, Duplicating Center Manager, Mail Services Specialist, Receptionist/Visitor Coordinator, Switchboard Operator	12	\$12.52	\$12.89	\$13.27	\$13.65	\$14.01	\$14.39	\$14.76	\$15.14	\$15.52	\$15.89	\$16.27
Administrative Assistant, Campus Events Specialist, Cashier, Cataloging Specialist, Circulation Attendant, Computer Purchasing Prog. Coordinator, Dispatcher, Financial Aid Specialist, Lead Dispatcher, Computer Consultant, Library Assistant, Processing Assistant, Serials Assistant, Serials/Acquisition Assistant, Acquisitions Specialist, Technical Services Assistant I Accts Payable/Purchasing Clerk	13	\$13.77	\$14.18	\$14.59	\$15.00	\$15.41	\$15.82	\$16.24	\$16.66	\$17.07	\$17.48	\$17.89
Access Services/Tech Spc, Administrative Coordinator, Cashier/Credit Assistant, Lab Technician, Loan and Account Specialist, Loan Specialist, Serial Acquisitions Spc, Student Emp. Coordinator	14	\$15.14	\$15.60	\$16.05	\$16.51	\$16.96	\$17.42	\$17.87	\$18.33	\$18.78	\$19.24	\$19.69
Administrative Specialist, Archives Coordinator, Assistant Sup. Of Circulation, Communications and Events Coordinator, Events Specialist, Logistics Manager, Interlibrary Loan Specialist, Legal Assistant I. Manager, Technical Services Assistant II	15	\$16.66	\$17.16	\$17.66	\$18.15	\$18.66	\$19.16	\$19.66	\$20.16	\$20.66	\$21.16	\$21.66
Audio Visual Support Specialist, Communications Officer, Legal Assistant II, Field Technician, Lab Manager/Field Technician	16	\$18.32	\$18.87	\$19.42	\$19.96	\$20.52	\$21.07	\$21.61	\$22.17	\$22.72	\$23.26	\$23.81
Electronics Specialist, Field Technician II, Communication Specialist	17	\$20.15	\$20.77	\$21.36	\$21.97	\$22.58	\$23.17	\$23.78	\$24.39	\$24.99	\$25.60	\$26.20

## APPENDIX A

### Salary Table

June 1, 2011 – May 31, 2012												
Steps	A	B	C	D	E	F	G	H	I	J	MAX	
<i>Years of Service (Divided by Tier 1 or 2 in the Steps)</i>	0 to <1	1 to <2	2 to <3	3 to <5	5 to <7	7 to <9	9 to <11	11 to <13	13 to <15	15 to <17	17+	
Job Titles	Grade											
Bookstore Clerk, Departmental Specialist, Duplicating Center Manager, Mail Services Specialist, Receptionist/Visitor Coordinator, Switchboard Operator	12	\$12.77	\$13.15	\$13.54	\$13.92	\$14.29	\$14.68	\$15.06	\$15.44	\$15.83	\$16.21	\$16.60
Administrative Assistant, Campus Events Specialist, Cashier, Cataloging Specialist, Circulation Attendant, Computer Purchasing Prog. Coordinator, Dispatcher, Financial Aid Specialist, Lead Dispatcher, Computer Consultant, Library Assistant, Processing Assistant, Serials Assistant, Serials/Acquisition Assistant, Acquisitions Specialist, Technical Services Assistant I Accts Payable/Purchasing Clerk	13	\$14.05	\$14.46	\$14.88	\$15.30	\$15.72	\$16.14	\$16.56	\$16.99	\$17.41	\$17.83	\$18.25
Access Services/Tech Spc, Administrative Coordinator, Cashier/Credit Assistant, Lab Technician, Loan and Account Specialist, Loan Specialist, Serial Acquisitions Spc, Student Emp. Coordinator	14	\$15.44	\$15.91	\$16.37	\$16.84	\$17.30	\$17.77	\$18.23	\$18.70	\$19.16	\$19.62	\$20.08
Administrative Specialist, Archives Coordinator, Assistant Sup. Of Circulation, Communications and Events Coordinator, Events Specialist, Logistics Manager, Interlibrary Loan Specialist, Legal Assistant I, Manager, Technical Services Assistant II	15	\$16.99	\$17.50	\$18.01	\$18.51	\$19.03	\$19.54	\$20.05	\$20.56	\$21.07	\$21.58	\$22.09
Audio Visual Support Specialist, Communications Officer, Legal Assistant II, Field Technician, Lab Manager/Field Technician	16	\$18.69	\$19.25	\$19.81	\$20.36	\$20.93	\$21.49	\$22.04	\$22.61	\$23.17	\$23.73	\$24.29
Electronics Specialist, Field Technician II, Communication Specialist	17	\$20.55	\$21.19	\$21.79	\$22.41	\$23.03	\$23.63	\$24.26	\$24.88	\$25.49	\$26.11	\$26.72

**APPENDIX A  
Salary Table**

June 1, 2012 – May 31, 2013												
Steps	A	B	C	D	E	F	G	H	I	J	MAX	
<i>Years of Service</i> <i>(Divided by Tier 1 or 2 in the Steps)</i>	0 to <1	1 to <2	2 to <3	3 to <5	5 to <7	7 to <9	9 to <11	11 to <13	13 to <15	15 to <17	17+	
Job Titles	Grade											
Bookstore Clerk, Departmental Specialist, Duplicating Center Manager, Mail Services Specialist, Receptionist/Visitor Coordinator, Switchboard Operator	12	\$13.27	13.65	\$14.04	\$14.42	\$14.79	\$15.18	\$15.56	\$15.94	\$16.33	\$16.71	\$17.10
Administrative Assistant, Campus Events Specialist, Cashier, Cataloging Specialist, Circulation Attendant, Computer Purchasing Prog. Coordinator, Dispatcher, Financial Aid Specialist, Lead Dispatcher, Computer Consultant, Library Assistant, Processing Assistant, Serials Assistant, Serials/Acquisition Assistant, Acquisitions Specialist, Technical Services Assistant I Accts Payable/Purchasing Clerk	13	\$14.55	\$14.96	\$15.38	\$15.80	\$16.22	\$16.64	\$17.06	\$17.49	\$17.91	\$18.33	\$18.75
Access Services/Tech Spc, Administrative Coordinator, Cashier/Credit Assistant, Lab Technician, Loan and Account Specialist, Loan Specialist, Serial Acquisitions Spc, Student Emp. Coordinator	14	\$15.94	\$16.41	\$16.87	\$17.34	\$17.80	\$18.27	\$18.73	\$19.20	\$19.66	\$20.12	\$20.58
Administrative Specialist, Archives Coordinator, Assistant Sup. Of Circulation, Communications and Events Coordinator, Events Specialist, Logistics Manager, Interlibrary Loan Specialist, Legal Assistant I, Manager, Technical Services Assistant II	15	\$17.49	\$18.00	\$18.51	\$19.01	\$19.53	\$20.04	\$20.55	\$21.06	\$21.57	\$22.08	\$22.59
Audio Visual Support Specialist, Communications Officer, Legal Assistant II, Field Technician, Lab Manager/Field Technician	16	\$19.19	\$19.75	\$20.31	\$20.86	\$21.43	\$21.99	\$22.54	\$23.11	\$23.67	\$24.23	\$24.79
Electronics Specialist, Field Technician II, Communication Specialist	17	\$21.05	\$21.69	\$22.29	\$22.91	\$23.53	\$24.13	\$24.76	\$25.38	\$25.99	\$26.61	\$27.22



## **APPENDIX B**

### **Memorandum Of Agreement Between Lewis & Clark College Support Staff Association And Lewis & Clark College**

#### **Grant Funded Employees**

Employees hired after 11/01/07 and whom are 100% funded pursuant to Federal, State or foundation grants of limited duration shall be exempt from Article 18, Section 2(d), Bumping of this Collective Bargaining Agreement for the duration of the first three years of their employment in the grant-funded position.

Employees hired under this MOA must be informed in writing prior to hire of the name of the funding source, the limited duration of their grant-funded position and the reduction in rights under this agreement. The Association President shall be provided a copy of such notice.

This agreement is temporary and evaluative in nature. It shall expire in the event that the parties fail to renew it in bargaining a successor agreement or upon one party or the other declaring impasse in its efforts to reach a successor agreement.

## APPENDIX C

### Memorandum Of Agreement Between Lewis & Clark College Support Staff Association And Lewis & Clark College

#### Bargaining Unit Status

Within 180 days of ratification of the Collective Bargaining Agreement by the parties, the College and the Association will schedule a meeting with Human Resources for the purpose of reaching agreement on the individuals the Association believes are inappropriately excluded from the bargaining unit.

The Association will provide the College, 30 days before the date of the scheduled meeting, a list of names and/or positions.

If no agreement is reached concerning the bargaining unit status of one or more College employees, the matter shall be sent to binding arbitration.

An arbitrator selected under this article shall be from a list of 5 local-area arbitrators provided by the Oregon Employment Relations Board, or by another means mutually agreeable to the parties.

Both parties shall be represented by their advocates who shall each make their case before the arbitrator. The hearing shall be conducted in one business day, or if necessary, on consecutive days unless both parties agree otherwise. The hearing shall be heard on the grounds of Lewis and Clark College. The parties shall not use briefs. Every effort shall be made to have bench decisions followed up by written decisions. The decisions of the panel will be final and binding.

All costs associated with selecting and utilizing the permanent panelist shall be born jointly by the parties, except cancellation fees, which shall be born by the party canceling a hearing.

In the event that it is found that any employees are inappropriately classed they shall be integrated into the bargaining unit without a loss of pay or other benefits.

**APPENDIX D**  
**Memorandum of Agreement Between**  
**Lewis & Clark College Support Staff Association And**  
**Lewis & Clark College**

**Joint Committee**

The College and the Association will convene a joint committee for the purpose of defining the position qualifications, duties and responsibilities for placement within each wage grade. The committee will consist of two members of Human Resources and two members of the Association Executive Board or their designees. The committee will have twelve months from the time of the ratification of this agreement to develop mutually agreeable and understandable criteria for each grade.

Both parties have the option of replacing members of the committee with written notification to the other party. Either party may request an extension of this time period in writing.

**Appendix E**  
**To LCCSSA Collective Bargaining Agreement**  
**2010-2013**

College has agreed not to change the hours of LCCSSA employees working in Facilities or at the Law School from 40 hours per week to 37.5 hours per week for the duration of this Agreement; provided, however, if before such time there is turn-over in the employee occupying any such position, regardless of whether such turn-over is due to retirement, resignation, promotion, transfer or for any other reason, College may change the hours of work for such a position to the number of hours per week College shall determine. The Association hereby agrees that, upon conclusion of negotiations for a successor agreement, the College has the right under Section 7.1 of the Collective Bargaining agreement to set the hours of work for employees to 37.5 hours per week without bargaining over the change or the effect of such change, except as set forth in this Appendix E, unless a different agreement has been negotiated.

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