



Classified Agreement
between
Clackamas Community College
and
Clackamas Community College
Association of Classified Employees,
OEA/NEA

July 1, 2019 – June 30, 2022

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A G R E E M E N T

between

CLACKAMAS COMMUNITY COLLEGE

and

**CLACKAMAS COMMUNITY COLLEGE ASSOCIATION OF
CLASSIFIED EMPLOYEES, OEA/NEA**

July 1, 2019 to June 30, 2022

PREAMBLE

This agreement entered into by Clackamas Community College, hereinafter referred to as the College, and Clackamas Community College Association of Classified Employees, OEA/NEA, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the College and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

Article 1. RECOGNITION

Clackamas Community College recognizes the Clackamas Community College Association of Classified Employees, OEA/NEA, as the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, and conditions of employment for all classified staff employed by the College working twenty (20) hours a week or more.

The following people are excluded from the classified bargaining association:

- Exempt employees
- Members of the Full-time and Part-time Faculty bargaining units
- Confidential employees under ORS 243.650
- Temporary employees working twenty (20) or more hours per week for no longer than six (6) months
- Substitute employees filling the role of a classified member while that member is on leave
- Part-time employees hired to work nineteen and one-half (19.5) hours per week or less
- Independent contractors hired to do a specific set of tasks on a specific project
- Grant-funded employees (grant-funded employees who were previously granted membership may continue as members)
- Bond-funded employees (bond-funded employees who were previously granted membership may continue as members)

The Association President shall be notified in writing of all substitutes filling a classified vacancy for longer than six (6) months as well as temporary employees working twenty (20) or more hours per week for longer than six (6) months.

Article 2. ASSOCIATION SECURITY

Section 1. Employee Information

A. New Employees and Change of Employee Status

The names of all new employees shall be furnished to the Association within the first thirty (30) days of employment. The Association shall be given a monthly report containing all changes of names, addresses, and employment status (including retirement, termination, leaves of absence, and layoffs) of all classified bargaining association employees.

B. Employee List

Upon request, the College shall provide to the OEA Membership Specialist and Association Treasurer an Excel-compatible database, if possible, of each employee in the bargaining unit (both active members and non-members) that includes the last four digits of the employee's SSN, employee ID, FTE, classification or title, worksite, residential address, and residential and/or cell phone number(s).

Section 2. Dues

A. Dues Deduction Authorization

Members of the Association may authorize payroll deductions for the purpose of paying Association dues and assessments. The Association will notify the College of bargaining unit members who have elected to have dues deducted from their paychecks and the amount of the deductions. The Association shall similarly notify the College when a bargaining unit member should no longer have dues deducted. The inception of deductions and changes shall be made according to the policy and practice of the college.

In the event the OEA/NEA or the Association of Classified Employees increase association dues, the Association shall notify the College at least thirty (30) days prior to the effective date of the dues increases.

OEA/NEA dues shall be deducted monthly in an amount certified by the Association, and the aggregate deductions of all employees shall be remitted together with an itemized Excel-compatible, if possible, statement to OEA with an additional itemized statement provided to the local treasurer by the tenth (10th) of the succeeding month after such deductions are made. Local dues to the Association of Classified Employees shall be paid separately from OEA/NEA dues remitted to the ACE treasurer. The Association agrees to refund to the College any amounts paid to it in error on account of payroll deduction provisions upon presentation of proper evidence thereof.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Association dues. When a member in good standing of the Association is in non-pay status for a pay period, or has wages that are not sufficient to cover the full withholding of dues, no deduction of dues will be made in that pay period. Deductions of these dues will be made from future pay periods. In this connection, all other legal and required deductions have priority over association dues.

B. Maintenance of Membership

1. All employees covered by this agreement at its effective date, or who become members of the Association following the date of signing of this Agreement will, as a condition of their employment, remain members of the Association during the term of this Agreement.
2. This provision does not apply to any employee who, within the month of September withdraws from the Association by sending a signed withdrawal statement to the Association with a copy to Human Resources.
3. In the event that this section is also overruled by changes to state law, the parties will meet within sixty (60) days to discuss alternate language pursuant to ORS 243.702.

C. Indemnification

The Association and the College will abide by applicable federal and state laws and regulations pertaining to payroll deduction of member dues payments.

If there is a claim against the College as the result of the application of any of the provisions of this section, the Association agrees that it will hold the College harmless, and will pay any and all amounts awarded against the College, including, but not limited to: damages, fees, fines, attorney fees, and court costs.

The College agrees to select its attorney from the firm of Bennett Hartman Morris and Kaplan, LLP, or its successor, so long as it is utilized by the Oregon Education Association. Another firm may also be selected if mutually acceptable. The Association shall be extended the privilege of consultation in the college's defense of claims pursuant to this article.

This hold harmless agreement shall become void in the event the College fails to give timely notice of any formal claim to the Association and tenders the defense of the claim to the Association and its designated counsel. For the purpose of this article, timely notice is defined as thirty (30) calendar days from receipt of a formal claim by the College.

Section 3. Activities

A. Association Bulletin Boards

The College agrees to furnish and maintain suitable dedicated association space on all personnel bulletin boards to be used for the Association in each building.

B. Association Activities on College Time and Premises

The College agrees that, during working hours, on the College premises, and without loss of pay and without time made up, association representatives shall be allowed to:

- Distribute and collect association materials.
- Post association notices.
- Attend negotiating meetings with management when scheduled by mutual agreement of the parties.
- Transmit communications, authorized by the local association or its officers, to the College or its representatives.
- Consult with the College, its representative, local association officers, or other association representatives concerning the enforcement of any provisions of this Agreement.
- Attend association executive board meetings.

The Association will provide an annual list of Association officers, building representatives, and advocates selected by the Association to serve as grievance representatives. The College will be notified of changes when they occur.

Representatives will communicate with their supervisor to minimize the impact of their representative's duties on the department

C. Use of College Facilities and Equipment

The Association and its representatives shall have the right of access to College buildings for the purpose of association business providing there is no interference with the regular program or College closure. The usual facility reservation procedure will be followed and no charge will be assessed the Association as long as no extraordinary costs are incurred by the College.

The Association shall have the right, for the purpose of association business, to use College equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

The Association shall have the right to use the intra-college mail facilities,

employee mail boxes, and e-mail to communicate with employees regarding association business.

D. Visits by Association Representatives

The College agrees that accredited representatives of the Association, whether local association representatives, district council representatives, or international representatives, shall have full and free access to the premises of the College at any time during working hours to conduct association business as long as it does not interfere with the employee's work schedule.

E. Release Time for Association Activities

The College agrees that members of the Association may, during working hours, on the College premises, and without loss of pay and without time made up, attend the monthly general membership meeting of the Association. Members shall ensure that their normal responsibilities and deadlines will be met.

F. Association Files

The College will provide a secure, confidential office within one of the core buildings of the Oregon City campus for association business. The Association Board must consent prior to office space being relocated.

G. Labor Management / Quarterly Contract Maintenance Meetings

Quarterly informal contract maintenance meetings will be held with the Association President, management representatives and the Chief Human Resources Officer to discuss issues, application, and maintenance of the contract. Meetings may include the Association bargaining chair or bargaining team members. These meetings may be canceled or postponed with mutual agreement between management and the Association.

H. Bargaining Preparation Time

Members of the Association bargaining team shall be allowed release from regular duties to attend bargaining preparation meetings. Such release time shall be provided beginning in January of the year that the contract is due to expire through the conclusion of the bargaining process. It is expected that bargaining preparation meetings will occur both during and outside of regular work hours.

If the College deems the portion of bargaining preparation meetings occurring during normally scheduled work hours to be excessive, the College and Association will meet to explore alternatives. Bargaining team members will give their supervisor notice of meetings at least five (5) days in advance or as soon as possible after the meetings are scheduled.

I. Conferences of Affiliates

The Association shall be allowed up to a total of twenty (20) days of release time per year to attend conferences, workshops or meetings of state and national affiliated organizations for matters directly relating to the collective bargaining relationship with the College. The employee will request such release time from their supervisor after prior approval for such a request from the Association President. The request for release time should be made at least five (5) working days in advance or as soon as possible after the release time request is approved by the Association President.

J. Association President

1. The Association President or association appointed designee(s) shall attend all meetings of the Presidents' Council or other meetings called by the College President or President designee. Other meetings include but are not limited to College Council, Vice Presidents' meetings, and Board of Education meetings.
2. The College and the Association agree that the Association President shall have up to 25% release time for working on the items listed above. The Association co-president can draw from the President's release time. The Association Vice-president shall have up to 15% release time. The Association President can negotiate with management in the case of extraordinary circumstances. All release time shall be documented and provided to the supervisor(s) on a monthly basis.

K. Mentoring

The employer and the Association agree that the mentoring of incoming employees by experienced employees in similar job families is beneficial to the success of the employee, the college and students.

The parties agree to collaborate on the development of a college wide mentor program, with the goal of providing recommendations to the College by June 30, 2022.

L. New Employee Orientation

When new employee orientation is offered in person, representatives of the Association shall be invited to attend for the purpose of speaking to the new employees about the association.

Article 3. HOURS OF WORK AND CONDITIONS

(For additional information on Holidays, see Article 7. HOLIDAYS)

Section 1. Work Week

The work week shall consist of seven (7) consecutive days in a pre-established schedule. The work day shall consist of any twenty-four (24) hour period of a pre-established work week. The regular work shift for full-time employees is based on a forty (40) hour work week.

An employee may submit a request to their supervisor for a flexible schedule. The supervisor has the right to approve or deny these requests.

Four Day Work Week: Nothing in the above paragraph shall prohibit an individual or a department from working a four (4) day work week of ten (10) hours per day. Such decisions shall be at the request of management and, in the case of entire departments, will reflect the majority opinion of the employees in the department. The practice of shift preference shall continue unless the selection will hamper the operation of the College.

Paid Time Off Counts Toward Overtime: An employee will be paid overtime or receive compensatory time as provided in Sections 3 or 4 when the employee has taken any paid leave as defined in **Article 9. LEAVES OF ABSENCE** during a pre-established work week and the hours of leave time combined with the hours of worked time exceed a normal work week. No employee will be required to make up time when a Vacation Request/Absence Report is submitted to the supervisor.

Weekend Holidays: For those employees who regularly work on Saturday and/or Sunday and receive two (2) consecutive days off during the week, the two (2) days off shall be treated as Saturday and Sunday in that order. Should any of the holidays observed by the College occur on such a "Sunday," the following day shall be considered as the holiday for such employees. Should any of the holidays observed by the College occur on such a "Saturday," the previous day shall be considered as the holiday.

Vacation Accrual for 4/10 Schedule: Employees working a four (4) day work week shall receive equivalent vacation hours for holidays listed in **Article 7. HOLIDAYS**. Bargaining unit employees who work less than full-time shall receive pro-rated holiday pay.

Section 2. Rest Periods

All employees shall be granted a fifteen (15) minute rest period for each four (4) hours of continuous work. Rest periods shall be utilized as near the middle of each four (4) hour period as feasible with the operational needs of the College as determined by its supervisors.

Section 3. Lunch Periods

Employees shall be granted a lunch period of not less than one-half hour (30 minutes) during each work shift that is longer than 6 consecutive hours. Such lunch period shall be without pay and as near mid-shift as feasible with the operational needs of the College. Exceptions to this rule are shifts for campus safety, which include paid lunch periods.

Section 4. Hours/Overtime

Day Shift A work shift of a maximum of eight (8) or ten (10) consecutive hours, exclusive of lunch break, beginning at or after 5:00 a.m., but not later than 12:00 p.m. Exceptions to this rule are shifts for campus safety, which include paid lunch periods.

Swing Shift A work shift of a maximum of eight (8) or ten (10) consecutive hours, exclusive of lunch break, beginning at or after 12:00 p.m., but not later than 7:00 p.m. Exceptions to this rule are shifts for campus safety, which include paid lunch periods. Employees who work the swing shift shall receive a three percent (3%) per hour shift differential in addition to their regular rate of pay.

Graveyard Shift A work shift of a maximum of eight (8) or ten (10) consecutive hours, exclusive of lunch break, beginning at or after 7:00 p.m., but not later than 5:00 a.m. Exceptions to this rule are shifts for campus safety, which include paid lunch periods. Employees who work the graveyard shift shall receive a six percent (6%) per hour shift differential in addition to their regular rate of pay.

Notice of Schedule/Shift Change: Unless mutually agreed by the employee and the supervisor, five (5) working days' advance notice for temporary changes and twenty (20) working days' advance notice for regular or ongoing changes shall be given.

A temporary change is defined as up to one (1) calendar month. A regular or ongoing change is defined as a change lasting more than one (1) calendar month. Any work rule that the member feels is unjust or unfair shall be brought to the employer's attention by the Association. The parties shall attempt to resolve any such dispute to the mutual satisfaction of both parties.

Occasionally, shifts may be split over two days to accommodate the needs of a department.

Eligibility for Overtime: Eligible employees required by the College to work beyond their forty (40) hours, exclusive of lunch breaks, in any one-hundred sixty-eight (168) hour or seven (7) day period shall receive overtime payment of time and one-half (1½) of the regular rate of pay, except when such time is a result of a scheduled shift change. Holidays and paid leave are considered as time worked.

Assignment of Overtime: All overtime must be assigned and/or pre-approved by the employee's supervisor. The employee's supervisor may delegate the approval of overtime to another College supervisor or manager with budget authority for a specific project. In the event that sufficient employees do not accept overtime on a voluntary basis or in the event of any emergency, such additional employees as are deemed necessary by the College may be required to work overtime. Except in the event of an emergency, employees will be given three (3) working days' advance notice of required overtime. Employees who work overtime shall be paid time and one-half (1½) based on their regular rate of pay.

Once a member of the classified bargaining association has been prescheduled for overtime by the supervisor, the supervisor cannot personally replace that employee.

Pay for Holiday Worked: If an employee works on any of the holidays listed in **Article 7. HOLIDAYS**, that employee shall, in addition to respective holiday pay, be paid for all hours worked at the rate of time and one-half (1½) of that employee's regular rate of pay. With the exception of campus safety personnel, no employee will be required to work after 7:00 p.m. on New Year's Eve, unless in the event of an emergency.

College Emergency: Emergency shall be defined as an unforeseen situation in which college property or the safety of students or staff are potentially at risk, or where the direct delivery of services to students or staff would be impacted.

Section 5. On Call and Call-in Pay

(See also **Article 5. EMPLOYEE CATEGORIES/ VACANCIES/TRANSFERS Section 3. Designated Responders**)

A. On-Call

Employees who are designated responders may be required to be on-call by phone or pager. Employees who are not designated responders shall not be required to be on-call by phone or pager.

On-call employees will be paid at the rate of one-tenth (0.1) of their regular hourly pay for the designated on-call period. The supervisor will maintain a written schedule showing when employees will be on-call. The College shall provide employees with a cell phone, pager, or cell phone stipend of twenty-five (\$25) dollars for the duration of the period the employee is on-call.

B. Call-in Pay

An employee who is called-in to work at a time when that employee is not regularly scheduled to report for work shall be paid a minimum of two (2) hours pay at time and one-half (1½) of that employee's regular rate of pay, regardless of the actual amount of time worked. The college will provide any equipment and services essential to carry out those tasks. Employees will not receive on-call pay while they are receiving call-in pay.

An employee does not need to be on-call to be called in to work. Employees who are not on-call may be called in to work by the College and may accept or decline at their discretion and without prejudice.

Employees who are on-call are required to report if they are called-in to work.

Section 6. Compensatory Time

An employee may elect to receive compensatory time off in lieu of overtime pay at the rate of time and one-half (1½) of the employee's regular rate of pay wherever overtime pay would otherwise be called for under this Agreement. Compensatory time must be used during a period when an employee is normally scheduled to work. Compensatory time not taken after 60 days of earning it shall be paid in the next scheduled pay period.

All compensatory time when earned and taken shall be reported to the Office of Human Resources by the immediate supervisor in accordance with College payroll procedures and federal regulations.

The use of compensatory time shall be scheduled by mutual agreement between the employee and that employee's supervisor.

Section 7. Inclement Weather/Emergency Situations

- A. In the event the College is closed due to inclement weather or other emergency under the procedure defined by Administrative Regulation, no employee shall work unless they are a designated responder who has been notified by their supervisor that they are to respond. In the event of a late opening, employees shall not be required to begin work until the designated opening time and, in the event of an early closing, all employees shall leave work at the time of the designated closing.
- B. All classified employees shall be compensated for the number of hours they are regularly scheduled to work during the closure period(s), until they are notified, per Section 4 of this Article, of an emergency schedule change.
- C. In addition to being compensated for the number of hours they were scheduled to work, if an employee is required to work during a College closure (i.e. designated essential staff), the employee shall receive overtime pay at time and one-half (1½) of that employee's regular rate of pay, or compensatory time at the employee's discretion, for actual time worked.
- D. If an employee is unable to report to work when the College is open or at the designated opening time, they may have the time deducted from their accrued compensatory time, personal leave or vacation balances. If the employee has used all accrued time, they may then use unpaid leave.

- E. Employees shall not be compensated for closure time if the employee is not scheduled to work or if the employee is on any form of paid or unpaid leave.

Section 8. Hazard Pay

In the event that the college executes its Incident Response Team, classified employee(s) on that team and who are assigned a specific at-risk role as determined by the Incident Commander, shall be paid a minimum of two (2) hours pay at four (4) times that employee's regular rate of pay, regardless of the actual amount of time worked. Membership on the Incident Response Team is voluntary and requires specific training as determined by the Incident Commander.

Section 9. Multilingual Pay

A. Multilingual skills shall mean the translation to and from English, the interpretation of another language or the use of sign language.

B. Employees are eligible for a monthly stipend allowance of \$200 if the employee is required to use another language as designated by the college. Employees who are less than 1.0 FTE will receive the incentive on a pro-rata basis. The stipend shall commence on the first day of the month following successful certification. Upon separation of employment, the stipend will be paid-out on a pro-rata basis, based on the percentage of total work days performed in the employee's final month.

C. The stipend for multilingual pay is available to bargaining unit members in a position designated by the college as requiring multilingual skills and who is evaluated and formally certified as proficient by a college-approved certification professional.

D. It is the responsibility of the employee to keep their skills current. The college reserves the right to periodically re-evaluate an employee's language proficiency.

E. Those employees who receive the multilingual pay incentive will, when called upon, utilize their verbal or written language skill to respond to student/customer needs during their scheduled working hours.

F. Multilingual pay may be granted only with the approval of the applicable Vice President.

Section 10. College Training

As a matter of courtesy, supervisors will work with their employees to schedule completion of required trainings.

Section 11. Designated 4/9 Work Week

The procedures in this section will be followed from the first week of summer term when the college shifts to the 4/9 work week through Labor Day weekend. Those employees scheduled to work a four (4) day work week will be required to work nine (9) hour days and be paid for ten (10) straight time hours through the designated nine (9) hour day period. Employees working five (5) days per week during the period of the 4/9 work week, but not scheduled to work a 4/9, will work a thirty-six (36) hour week.

Employees who do not work forty (40) hour weeks will work ninety percent (90%) of their normal schedule but be paid for working one-hundred percent (100%) of their normal schedule. Any overtime those employees are required to work will be based on a thirty- six (36) hour week.

During the designated nine (9) hour day period, those employees scheduled to work more than thirty-six (36) hours per week will receive equivalent time off, either in the form of additional days off during the nine (9) hour day period and/or additional time off after the nine (9) hour day period has expired. Any compensatory time not used by June 1 shall be paid within the following regular pay period.

Section 12. Uniforms and Protective Clothing

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the College. Uniforms will be replaced when they detract from the appearance of the employee or every other year starting from the date of issuance. Management shall have available a minimum of three (3) complete sets of raingear in the Campus Services' supervisor's office to be checked out as needed.

The College shall provide employees, at no cost, all protective clothing and equipment necessary to comply with the Oregon and Federal Occupational Safety and Health Acts (OSHA).

Section 13. Training (Job)

Whenever it is a requirement by the College that a member of the classified bargaining association attend training or educational activities, the employee shall be paid by the College for attending and reimbursed for expenses in accordance with the College travel policy. For professional development, see **Article 10. WAGES AND BENEFITS, Section I. Professional Development.**

Furthermore, the College acknowledges its obligation to provide for training to maintain currency, relevancy, and proficiency reasonably sufficient to implement changes to policies, procedures, and new technology.

Section 14. Work Rules and Existing Conditions

A. All existing and future departmental or area work rules and schedules shall be put into writing and made available to all employees.

B. Unless mutually agreed by the employee and the supervisor, five (5) working days' advance notice for temporary changes and twenty (20) working days' advance notice for regular or ongoing changes shall be given.

A temporary change is defined as up to one (1) calendar month. A regular or ongoing change is defined as a change lasting more than one (1) calendar month. Any work rule that the member feels is unjust or unfair shall be brought to the employer's attention by the Association. The parties shall attempt to resolve any such dispute to the mutual satisfaction of both parties.

Section 15. Safety and Health

The College and its employees will comply with the provisions of all safety codes and regulations to which the College is legally subject.

The College shall provide a safe and healthy working environment for all employees so employees will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. Association members will be informed as soon as possible if the College becomes reasonably aware that they are potentially exposed to serious contagious diseases, illnesses, or environmental hazards and instructed in appropriate protective and/or preventative actions.

Employees who believe that their working conditions are unsafe should file a report with their supervisor. If the supervisor fails to respond within five business days, the report may be submitted to the College Safety Committee. The minutes of the College Safety Committee are the joint responsibility of the Associations and the College and shall include the reports submitted to the Committee and any action taken.

Nothing in this article shall prevent an employee from submitting a complaint to Oregon OSHA or from exercising any other rights under Federal or State law relating to safety. No employee shall suffer retaliation from making such a report.

Section 16. Harassment

The Association and the College agree that the maintenance of a safe and healthy work environment includes the expectation that all employees shall interact with all other employees and the public in a professional, respectful manner. This includes refraining from any type of behavior (whether ongoing in nature or not), action or language that could be reasonably perceived as hostile, discriminatory, intimidating, violent or abusive. An unhealthy work environment where this behavior is allowed to happen, fosters disrespect for fellow

employees, supervisors, and/or the public, interferes with the employees' work performance, and creates an intimidating work environment.

Upon receiving such complaint from an employee, the Chief Human Resources Officer shall conduct an investigation and propose a remedy to all affected personnel.

A. Discrimination

Clackamas Community College does not discriminate on the basis of race, color, religion, gender, sexual orientation, gender identity or expression, marital status, national origin/ancestry, disability, family relationship, or any other protected status in accordance with applicable law. The College's commitment to nondiscrimination applies to curriculum activity and all aspects of operation of the College.

B. Sexual Harassment

In accordance with Board Policy and Administrative Regulation, and ORS 166.065, the College shall maintain an environment that is free from any form of harassment related to a person's gender. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other communication of a sexual nature. Any employee who experiences sexual harassment or who has questions about sexual harassment should contact the Office of Human Resources.

Section 17. Release Time for Service on College Committees

It is understood that the College desires to have its classified employees involved in College committees whenever such involvement is appropriate and practical. In some instances, such as standing committees and hiring committees at the associate dean level and above, association representation will be required. Association representation will be requested for director level position, if the position directly supervises classified staff. Selection of members to fill the representative positions are to be made by the Association, with agreement by the committee chair.

There will be no more than one (1) classified employee on any one committee from any one (1) supervisor without the supervisor's approval. Other than the Association President and Association Vice-President, no individual classified employee will represent the Association on more than three (3) different standing committees in any fiscal year without the immediate supervisor's approval.

It will be the responsibility of the appointed classified employee to give the appropriate immediate supervisor notice of the meeting at least five (5) working days prior to such meeting or as soon as possible after the meeting is scheduled. Failure to give adequate notice could result in denial to serve on such committee.

Whenever the College shall hold a College-wide meeting or event, it will be the responsibility of the immediate supervisor to allow as many staff as possible to attend such meeting or event.

Further, if the Association President feels classified employees are not appropriately represented on a particular committee, the Association President may discuss such oversight with the appropriate Vice President or (when applicable) the President.

Section 18. Telecommuting

Telecommuting is a voluntary work option available to association members in accordance with Board Policy. All telecommuting arrangements shall be implemented in accordance with the current Administrative Regulation and defined in a Telecommuting Agreement. All relevant provisions of this contract will be applicable to a telecommuting association member.

Should a classified member be required by their supervisor to telecommute as part of their duties, and should the employee not have adequate hardware and/or software to perform their duties, the College will make those items available for the length of the requirement.

Section 19. Sub-Contracting

Except in case of emergency there should be no subcontracting of classified bargaining association positions without two (2) weeks' notice given to the Association, which can be waived by the Association. If the subcontracting results in a layoff, thirty (30) calendar days' notice prior to the subcontracting will be given to the Association so that the parties can discuss alternatives and the impact to employees. If a pattern of ongoing projects emerges across division(s) with contractor(s), the Association and the College will work to review the situation, which may result in the creation of an additional classified position. In the event subcontracting becomes necessary, the College will work with the Association to retain employment for affected association members.

Section 20. Electronic Surveillance

The College and the Association recognize the need to ensure the health, welfare, and safety of all staff, students and visitors to campus, and to safeguard facilities and equipment. It is not the intent of the college to use surveillance equipment to actively monitor employees. Therefore, the College and the Association agree to the following:

- A. Surveillance and security technology may be used only when deemed appropriate for protection of property or persons.
- B. Surveillance equipment will not be added to areas on campus without prior notice to the Association and the affected members.

- C. Information derived from surveillance and security technology shall not be used in any way to document, substantiate or support disciplinary action against any member of the Association except in the situation where there is an allegation of flagrant misconduct, civil or criminal prosecution. The Association President will be informed of each occurrence and the purpose.

Section 21. Electronic Communication

The parties acknowledge that employees may be provided access to the College's computer network and communications systems, consistent with existing policy and procedure. The College and the Association have a mutual interest in ensuring that workloads are reasonable and in compliance with Bureau of Labor and Industries (BOLI) wage and hour laws.

Time, beyond de minimis, spent reviewing and responding to electronic communications that are part of the employee's work responsibilities are considered compensable for hourly employees. De minimis time or reviewing and responding to items that are not part of an employee's work responsibilities are not considered compensable time.

Time beyond de minimis is subject to preapproval in the event that it might lead to overtime. An employee and supervisor may agree to flex time or overtime pay to compensate for after-hours reviewing and responding to electronic communications related to their work responsibilities.

Section 22. CCC Ready Committee

The CCC Ready Committee shall have at least two classified employee representatives. The committee shall have a role in developing policies and procedures related to potential emergencies on campus.

Section 23. Cell Phones

When a supervisor requires an employee to use their personal cell phone for College related business purposes, the employee will receive a stipend per College policy. The minimum stipend shall be \$25.00. The College policy may provide for higher stipend. Cell phone stipends shall be applied on a uniform and equitable basis.

Article 4. SENIORITY

Seniority shall be defined as the length of an employee's continuous service within the classified bargaining association of the College. Length of continuous service shall be computed from the date of hiring into a classified bargaining association position.

In cases where the date of hire is the same, seniority will be determined by:

1. Total years of service, and then if a tie remains;
2. Seniority will be determined by random draw

Seniority is also subject to the following provisions:

Section 1. Broken Service

An employee's continuous service shall be broken so that no prior periods of employment shall be counted, and that employee's right to seniority shall cease upon the following:

- Voluntary termination of employment.
- Discharge for just cause.
- Layoff for more than eighteen (18) consecutive months.
- Failure to return to work within a period of ten (10) working days after employee has received notification by certified mail to return except as specified in Article 6. LAYOFF/REDUCTION-IN-FORCE/RECALL, Section I. Layoff/Reduction-in-force.

Section 2. Layoff Period

Seniority shall not accumulate during a period of layoff.

Section 3. Re-employment

When an employee whose continuous service has been broken by any of the reasons in Section 1 above, is again hired, that employee shall begin as a new employee of the College, unless broken service is less than eighteen (18) consecutive months.

Article 5. EMPLOYEE CATEGORIES/VACANCIES/TRANSFERS

Section 1. Probationary Employees

All newly hired classified bargaining association employees shall be considered probationary employees for a period of one hundred and eighty (180) calendar days from their last date of hire. Probation may be extended only once by ninety (90) calendar days, for a new employee to learn the necessary skills for the position.

The Association will be notified if the probation period is extended. Extended probationary periods may only be issued with the intent of continued employment, if necessary skills are learned during the extension. Probationary employees are not eligible to vote or hold office until their probation, and extension if applicable, is completed.

Absence of probationary employees shall constitute an interruption of continuous service. Such absence will be added to the probationary employee's one hundred and eighty (180) calendar day period or, if probation has been extended, to the ninety (90) calendar day extended probation period.

This probationary period allows the new hire the opportunity to demonstrate their ability to perform the duties of the position and receive evaluation feedback on forms provided by the Office of Human Resources. It also allows the supervisor to assess the employee's performance and determine the appropriateness of the hire. Probationary employees will be evaluated by their immediate supervisor in writing at least once during the probationary period, not less than four weeks prior to the scheduled completion of probation.

A probationary employee with performance problems shall be given a written progress report and a minimum of ten (10) working days to improve the performance deficiencies. The ten (10) working days performance improvement period will be waived in exigent circumstances.

The Association recognizes the College's right to layoff, discipline, discharge, and/or terminate any probationary employee at any time for any cause. Probationary employees shall have no recourse to the Grievance Procedure of this Agreement in matters relating to layoff, discipline and/or discharge, or termination, but may grieve other alleged violations of this Agreement.

Probationary employees may not apply for transfer to a new position during the internal transfer period. If a probationary employee applies for a position after it has been opened to off-campus advertising and is hired for that position, the one hundred and eighty (180) calendar day probationary period will begin again on the date of hire for the new position.

Probationary employees shall be entitled only to those benefits as defined in **Article 7. HOLIDAYS, Article 9. SICK LEAVE, and Article 10. WAGES AND BENEFITS, Section 3. Description of Benefits (a-i), and Section 4.**

Tuition. Said benefits are to begin the first day of the month following attending a mandatory orientation session. If such employee is retained beyond the probationary period, that employee shall immediately thereafter be classified as a regular employee, with appropriate seniority and accumulated vacation hours commencing as of the date of hire.

No later than two (2) weeks prior to the completion of probation, probationary employees will be notified in writing of extension of probation, termination, or movement to regular status. The Association President will receive a copy of the notice. For those on extended probation, a progress evaluation will be done forty-five (45) calendar days into the extended probation.

Section 2. Lead Person/Team Leader

In a team or crew setting, a lead person/team leader communicates work assignments/schedules and other information to individual team members and back to the supervisor. Such an assignment might be a regular part of the job assignment or it might not be a regular part of the job assignment but exists only when a specific work situation requires it.

The intent is to report on work assignments and issues affecting those assignments, not to monitor the performance of specific employees.

The College and the Association recognize the importance of preserving positive work team dynamics.

- A. The basic functions of a lead person/crew team leader are, under general supervision, to:
- Coordinate the assignments of selected team/crew members within an area.
 - Perform on-the-job training to selected team/crew members of current methods and procedures used while performing the essential functions of a position.
 - Follow-up and/or review the work assignments and periodic reporting of the findings to the immediate supervisor.
 - There will be no responsibility for hiring, evaluating or firing of other association members.
- B. The basic characteristics of the lead person/team leader assignment are:
- The employee has substantially the same duties as others in the work unit.
 - Responsibilities shall include the guiding, directing, and coordination of work assignments of a group of employees.

- Lead scope of responsibilities shall include follow-up, work assessments, and measurements of assignments as established by the supervisor.
- A lead person/team leader will assume a leadership role and shall have the authority to delegate, assign, and coordinate work assignments of other employees as directed by the supervisor.
- The lead person/team leader will assume the responsibility to communicate the supervisor's instructions to the assigned employees and to communicate the employees' concerns to the supervisor.

C. Process for regular lead assignments

- A supervisor identifying a need for a regular lead person/team leader assignment shall follow the written process in the Office of Human Resources to obtain approval for the assignment and to select an employee for the assignment.
- An employee selected for a lead person/team leader assignment must be past the probationary period.
- The employee may decline lead person role responsibilities without affecting their existing status.
- Performance of the lead person/team leader responsibilities shall be included in the evaluation of the employee's overall performance.
- Removal of a person from the lead assignment will be in writing to the employee and the Office of Human Resources and may result from such things as no longer needing the role, a change in job assignment of the employee, or inadequate performance of the lead person/team leader assignment. Removal of lead assignment duties shall not be considered discipline.
- The salary for a person removed from a lead assignment due to reorganization, or other reasons not related to performance, will be frozen until the pay grade reaches the employee's existing rate of pay.
- The salary for a person removed from a lead assignment due to performance issues or voluntary termination of lead assignment will be at the grade and step the employee would have been on had they not served in the lead assignment.

D. Process for temporary lead assignments

- A supervisor identifying a need for a temporary lead person/team leader assignment shall follow the written process in the Office of Human Resources to obtain approval for the assignment and to select an employee for the position.
- An employee selected for a temporary lead person/team leader assignment must be past the probationary period.
- Temporary Lead assignments will be a minimum of thirty (30) days.
- The employee may decline temporary lead person role responsibilities without affecting their existing status.
- For the duration of the temporary lead assignment, the employee will receive a six percent (6%) pay differential on top of their regular pay.
- Performance of the temporary lead person/team leader responsibilities shall not be included in the evaluation of the employee's overall performance. This does not preclude the supervisor from providing feedback to the employee about the performance of these duties.
- Removal of a person from the temporary lead assignment will be in writing to the employee with 30 calendar days' notice and the Office of Human Resources and may result from such things as no longer needing the role, a change in job assignment of the employee, or inadequate performance of the lead person/team leader assignment. Removal of lead assignment duties shall not be considered discipline.
- The salary for a person removed from a temporary lead assignment will be at the grade and step the employee would have been on had they not served in the lead assignment.

Section 3. Designated Responders

Designated responders are College employees designated by their supervisor as essential in certain emergency or critical situations. Designated responders will be expected to report to work or continue working during certain periods of unanticipated College closure or other emergency. Designated responders will be notified in writing of the particular types of situations for which their assistance may be required based upon their job responsibilities. It is the responsibility of the College to make sure the employee understands their status as a designated responder.

It is the supervisor's responsibility to notify a designated responder in the event of an emergency or critical situation. In the event that an emergency or critical situation arises outside of the employees regular work hours or during a college

closure, the designated responder should check with their supervisor before responding. On-call designated responders are required to respond when requested; designated responders who are not on-call may accept or decline at their discretion and without prejudice. (See **Article 3. Hours of Work and Conditions. Section 5. On-Call and Call-In Pay.**)

Section 4. Temporary Employee

A temporary employee may only be hired to fill a position which cannot be filled by a regular classified employee, either because of a temporary change in the job assignment or a vacancy for a limited and specified period of time.

Temporary employees work twenty (20) or more hours per week and for not longer than six (6) months in the same position. Whenever a temporary assignment is expected to extend beyond the six (6) month period, or if circumstances require extension of a temporary assignment beyond six (6) months, the Association shall be notified in writing.

Section 5. Part-time Employee

Part-time employees may work up to nineteen and one-half (19.5) hours per week, but not more than 1,014 hours per year, or 507 hours over a six (6) month period. If the need arises for a position to work over the established hours for longer than six (6) month period, the Association will be notified in writing.

Part-time employees may not schedule, supervise, evaluate, discipline or fire any classified employee or act in a lead capacity.

Section 6. Independent Contractors

Independent contractors may not schedule, supervise, evaluate, discipline or fire any classified employee or act in a lead capacity.

Section 7. Vacancies

All full-time bargaining unit job openings (both faculty and classified) will be posted for internal employees' transfer opportunities a minimum of eight (8) calendar days prior to external advertising.

All qualified members will be given equal opportunity to apply for any open College position(s).

Application will be made to the Office of Human Resources. Internal candidates who meet the minimum qualifications will be granted an interview. If the candidates are not selected, they have the right to request a written response from the interview committee as to why they were not selected.

Section 8. Transfers

- A. Voluntary Transfer – Classified bargaining association employees may apply for a voluntary transfer by making application for any existing open College position. See **Section 7. Vacancies** of this current Article. The transferred employee may request and that employee's current and past supervisors may mutually agree, in writing, to a transfer back to the employee's former position, if it is vacant.
- B. Management Initiated Transfer – For budgetary or re-organizational purposes, management may transfer an employee to another College position. These positions will not be open for internal applications.

1. Notice to Association

The Association will be provided at least fifteen (15) working days' notice of the decision to initiate a transfer, prior to notice to the impacted employee. The parties shall meet to discuss the decision and propose alternatives and the College's plans for implementation.

2. Notice to Employees

After the Association has been notified, the employee shall receive written notice at least thirty (30) calendar days prior to the transfer and be given the opportunity to review the job description and work rules related to the new position, to meet with the supervisor and other employees in the new department, and to see a written description of the training and other special considerations to be provided, if appropriate.

3. Training

Employees involuntarily transferred will be provided with meaningful training and orientation to the position, consistent with Article 3, Section 11.

4. Salary Changes

When a transfer results in a change in salary grade, the new salary will be determined in the following manner:

If the new salary grade is higher than the employee's current grade, the employee's salary will be at the lowest step of the new grade which represents an increase in salary of at least one step above the current salary.

If the new salary grade is lower than the employee's current grade there shall be no reduction in the employee's current salary. In those cases in which the employee's current salary falls within the new grade, the placement will be made to the step closest to, but not less than, the

current salary. If the current salary falls above the new grade, the employee will be considered topped out at the salary grade. The employee shall continue to be paid the current salary until such time as the grade range catches up with the current salary. Once the new grade range catches up with the current salary, the employee will resume bargained salary increases at scheduled times.

Section 9. Temporary Assignments

A. Working in a Higher Pay Grade

Employees temporarily assigned by the College to assume a significant portion of the duties and/or responsibilities of a position in a higher pay grade shall, after ten (10) consecutive workdays in such an assignment, receive a six percent (6%) pay differential on top of their regular pay or the rate of the first pay step of the new classification range, whichever pays the greater amount for the remainder of the assignment. The salary adjustment should be appropriate to the amount of change in the assignment. At the conclusion of temporary assignment, the salary will be at the grade and step the employee would have been on had they not been given the temporary assignment.

B. Other Temporary Assignments

If an employee is doing a significant portion of another classified job, they can request that the Chief Human Resources Officer review their rate of pay.

Section 10. New Employee Placement

The Chief Human Resources Officer shall be the decision-making authority when placing new employees on a step within a salary grade. The following considerations will be made regarding the placement decision:

- Appropriateness of prior experience.
- Ability to assume full job responsibilities immediately.
- The competitive hiring for similar positions.

An offer may not be extended to a candidate beyond Step 4. The above three criteria shall be used to place a new hire appropriately in relation to incumbents doing the same job in the same department.

If a new hire is placed at a higher step than current staff doing the same job in the same department, the Association will be notified and the Chief Human Resources Officer will provide the information (relating to the 3 criteria above) upon which the decision was based. Current staff doing the same job will be given the opportunity to upgrade skills and increase knowledge and/or

experience in order to be placed at the same step as the new hire. The criteria and plan for this will be mutually agreed to by the immediate supervisor and employee.

Section 11. Reclassifications

Purpose:

The purpose of the reclassification process is to review positions for appropriate placement on the salary schedule. Association members may request association support or representation during any part of this process.

The job reclassification process starts when there is a perceived, significant change in a position's scope or responsibilities. This may be the result of:

- reviewing the job description during the evaluation process
- changes made to work assignments
- modifications made to a vacant position prior to opening
- creation of a new position

Classification review requests should be limited to once every two years to document significant job changes, but exceptions can be made during reorganizations. In the event that positions are impacted by the reorganization, classification review requests can be submitted by the employee within the first year following the reorganization.

The College and the Association will review the classification system periodically for accuracy of job descriptions. Job descriptions should be reviewed, and any updates made, during the regular employee evaluation process.

Process:

A. Either the employee or supervisor may initiate the classification review process with Human Resources.

B. Human Resources will have a formal meeting with the supervisor(s), including the Dean, and/or employee(s) to discuss the work assignments and determine if the job has or will change sufficiently enough to warrant a review of classification.

- i. If it is determined that some assignments currently performed by the employee are clearly outside of the employee's current job description, the supervisor and Dean may remove those responsibilities to keep the job duties in line with the current job description. If this occurs, the classification review process will not be initiated and out-of-class pay will

be paid from the date of the initiation of the classification review process to the date the duties are removed.

If it is determined that a classification review is warranted for a job description that multiple employees share, all employees under that job description will be notified.

ii. If it is determined that completion of a classification review is not warranted, those who initiated the request will be given the rationale for the denial in writing.

iii. If it is determined that a classification review is warranted, a request for classification review form must be completed.

The form must be signed by the affected employee(s), supervisor(s), and Dean(s) verifying that the form accurately reflects the duties that are or will be performed. If problems arise during this process, the Chief Human Resources Officer will help mediate a solution.

C. Human Resources will review classification review requests and, if necessary, meet with the employee(s) and supervisor(s) to clarify unclear, inaccurate, or ambiguous data. Once the form is determined to be complete, the employee(s) will be notified.

D. Human Resources will meet with the employee(s) and supervisor(s) to communicate the resulting job description and pay grade. If pay is impacted, payroll change forms will be completed and turned in within three business days.

i. If the salary grade of the position is increased, it will be retroactive to the date of the formal meeting with Human Resources when the determination was made to complete the classification review.

ii. If the salary grade of the position is decreased, the employee's salary will be frozen until the new pay grade reaches the employee's existing rate of pay.

The Association will receive a copy of the final decision by Human Resources.

Appeal:

An employee may make an appeal to the Vice President of College Services within thirty (30) days of the decision by submitting a letter with specific concerns. Only one (1) appeal per classification review submission is permitted, and the classification review form may not be altered during appeal.

The Association shall be given a copy of each appeal and the final decision of the Vice President.

Article 6. LAYOFF / REDUCTION-IN-FORCE/RECALL

This article will be invoked when the College determines other remedies have been exhausted and it is necessary to reduce the work force by eliminating positions, resulting in formally issuing a written layoff notice to an individual.

The College and the Association engage in robust shared governance processes. These processes will be used to engage the association when the College intends to layoff classified staff.

Section 1. Layoff/Reduction-in-force

Probationary, substitute, and temporary employees filling classified bargaining association positions shall be laid off first. In departments where reductions will be made, to the extent possible or practical, part-time classified positions will be reduced.

In certain situations, it may be necessary to change the funding of certain college positions from general fund to grants/bonds in lieu of position eliminations.

Current members who have had their funding changed from general funds to grants/bonds will remain in the Association.

Members whose positions are eliminated or who are bumped during the reduction-in-force process may be placed in grant/bond funded positions for which they are qualified. These employees shall retain their membership in the Association.

Employees shall be given a minimum of forty-five (45) working days' advance written notice of layoff. This notice will indicate the circumstances that make the layoff necessary. Employees who are on scheduled leave will receive notification when they return and their deadlines will be adjusted accordingly. A copy of each layoff notice shall be sent to the Association President at the same time it is sent to the employee.

Any employees still on probation as of the date of the layoff will be served with a layoff notice effective the date of the layoff if such layoffs could be used to prevent the layoff of non-probationary employees. Affected employees whose probation could be extended past the layoff date due to leave taken will be given notice of the layoff date cutoff.

Deans will handle the notification of employees whose jobs have been eliminated. The affected member may have an association representative present when the layoff notice is given. The College shall make available, not less than annually, or when layoff is imminent, a seniority list showing the classification series and length of continuous service of each employee covered by this Agreement. A copy of said list will also be furnished to the Association.

Upon receipt of written notice of layoff, an employee will have ten (10) working days to respond to the Chief Human Resources Officer indicating an interest in exercising their bumping rights. Failure to make application within the aforementioned ten (10) working days shall result in waiver of all bumping rights, but shall have no effect on recall rights.

The College shall provide, for all laid-off employees, insurance benefits equal to the amount being provided at the time of layoff, for a period of three (3) months or the employees may request a lump-sum payment equal to the employer cost of maintaining these benefits. If electing a lump-sum payment, it must be requested at the time of layoff. The amount shall be subject to applicable taxes and deductions.

Section 2. Bumping Rights

Employees have the right to exercise their bumping rights, based on seniority provisions and minimum qualifications. The Chief Human Resources Officer will review the affected employees' qualifications.

Minimum selection criteria for the position held by the least senior member within the same salary grade will be reviewed first. If the affected employee does not meet the minimum selection criteria for the least senior position, review of minimum selection criteria would then proceed to the second least senior member. If all avenues of less senior members within the same salary grade are exhausted, the process moves to the least senior member at the next lower salary grade. This procedure shall be repeated until the least senior member has been displaced, or the original affected member is laid off. Whenever a member exercises their bumping rights and that action results in another member being bumped out of their current position, the member being bumped will also be served a layoff notice.

The review will be completed within ten (10) working days and the affected employee and the Association will be notified in writing. If the employee disagrees with the Chief Human Resources Officer's interpretation of qualifications, the employee may appeal said decision, in writing, stating the basis of the disagreement. The appeal must be filed with the President's Office within five (5) working days following notification of qualifications decision and the College President will review the appeal. The President's decision shall be final and binding on all parties and is not subject to the grievance procedure.

In all instances of bumping, pay shall be at the appropriate salary grade for the position. An employee forced by layoff to take a position at a lower salary grade shall be placed at the salary step equal to or greater than the salary at the former salary grade or shall be placed at the highest salary step, whichever is less.

In the event an employee is not eligible and/or chooses not to exercise their right to bump as granted in this Article, they will be notified of the layoff in writing and they will be retained on a Recall List for a period of eighteen (18) months starting the day after the layoff date.

The terms "SALARY GRADE" as used herein, shall be as indicated in **Appendix A. CLASSIFIED SALARY SCHEDULE 2019-20, Appendix B. CLASSIFIED SALARY SCHEDULE 2020-21, Appendix C. CLASSIFIED SALARY SCHEDULE 2021-22.**

The Reduction-in-force/Recall documents, including FAQ's, shall be located on the Human Resources website. Any changes to the current Reduction-in-force/Recall process in these documents will be discussed first at a Quarterly Contract Maintenance meeting for agreement of said changes before changes are made to the documents.

Section 3. Recall

The Recall List will be created as a result of members who have been laid off and who are either not eligible to bump and/or choose not to exercise their right to bump as a result of that layoff, or who were bumped from their current job by another member. Members will be retained on this Recall List for a period of eighteen (18) months starting the day after their layoff date. During the recall period, laid off employees will have access to Clackamas Community College tuition waiver for six (6) months and will be provided with their current level of insurance benefits for three (3) months.

Employees shall be recalled on the basis of seniority to any classified staff position for which they are qualified or become qualified by the date of the position opening. Any laid-off employee may reject a recall notice without forfeiting rights to recall under this agreement.

The only exception to recall-by-seniority is that an employee will be notified and have the right to return to their original position if it is reinstated within twenty-four (24) months of the date of layoff and they have not accepted a recall to another position. If the employee has been recalled to another position and the original position is reinstated, the employee may apply as an internal candidate.

All benefits to which an employee was entitled at the time of their layoff will be restored to them upon their return to active employment, and they will be placed on the appropriate step of the salary schedule.

In the event there are members on a Recall List when job openings occur, priority for filling those job openings will begin with the most senior member on the Recall List who meets the minimum qualifications. If no members on the Recall List are interested and/or qualified to fill the job, the hiring process will move to the standard hiring process as stated in **Article 5. EMPLOYEE CATEGORIES/VACANCIES/TRANSFERS, Section 7. Vacancies.**

Article 7. HOLIDAYS

(For information on Hours of Work and Overtime, see also Article 3)

For the purpose of this Agreement, the term "holiday" shall mean each of the following days:

Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
The working day before or after Christmas	
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May

Observation of these holidays will be determined by the academic calendar. If the college releases staff early before a holiday, staff required to stay at work will be granted compensatory time to be used on another date.

Days designated as "closed to the public" on the academic calendar are considered working days.

Holiday During Paid Leave If recognized holidays fall during any paid leave, the holiday(s) will not be charged against members' leave hours.

Regular and probationary employees shall be paid for each of the holidays set forth above, which occur during the period in which that respective employee is normally employed.

An employee shall forfeit respective holiday pay under the following conditions:

- A. Failure to report to work or to give notice of no-show prior to and after the holiday.
- B. Notice of termination that is designed to include only the holiday benefit. In order for the terminating employee to receive the holiday pay, that employee must work one (1) day following the holiday. Exceptions may be made by the Chief Human Resources Officer.
- C. An employee properly suspended and not reinstated from work or other disciplinary action that would result in a pay deduction.
- D. While on leave without pay with the following exceptions:
 - o Unpaid sick leave which continues for less than two (2) weeks' duration.
 - o Unpaid leave which continues for one (1) month or less for eleven (11) month employees.

Article 8. VACATIONS

Employees covered by this Agreement shall accrue vacation with pay, according to the following schedule:

Number of Years:	1	2	3	4	5	6	7	8	9	10	11
Number of Days:	12	12	12	13	14	17	17	17	18	19	23
Hours:	96	96	96	104	112	136	136	136	144	152	184

Employees shall be able to take their vacation during their employment year on a first-come, first-served basis within their departments in consultation with their supervisor. The purpose of the vacation time need not be disclosed. However, in the case of a conflict in scheduling, the senior employee shall have first choice, provided the application was submitted forty-five (45) calendar days prior to the commencement of the vacation. The forty-five (45) day period is to be used only for the purpose of preserving the employee's seniority and does not imply that vacation time must be requested forty-five (45) days in advance. If the supervisor is going to deny the vacation request, the denial will be within five (5) working days of the day the employee submits the vacation request.

Length of vacation shall only be limited if it impedes on the operational goals of the college.

Vacation computation and accounting shall be on a fiscal year basis (July 1- June 30).

Vacation hours shall be credited monthly according to the above table, prorated to percent of employment.

- A maximum of two-hundred twenty-four (224) hours of earned vacation can be carried over from one (1) fiscal year to the next.
- Accrued vacation hours in excess of two-hundred twenty-four (224) hours not utilized will be lost.
- In order to prevent accumulated excess vacation time at June 30, the supervisor and employee will work together to support the employee's use of accrued and projected time by February 15 of each year. Consistent with this agreement, supervisors may provide employees with alternative dates to those requested by the employee sufficient to avoid the loss of accrued and projected time. Employees subsequently denied the right to utilize previously approved vacation time due to departmental needs, shall be paid excess time, equivalent to the canceled time-off, as of June 30 of each year. The excess time paid to the employee shall be deducted from their accrued vacation. Vacation requests made after February 15 will not be qualified for payout.

The College and the Association agree that as a matter of courtesy, vacation requests to supervisors should be given two weeks or more in advance and employees should be given 30 days advanced notice of a planned blackout period. Pre-approved vacations will be allowed during blackout periods, except in extenuating circumstances.

Any employee who terminates for any reason shall receive respective accrued vacation entitlement and pay pertaining thereto.

Article 9. LEAVES OF ABSENCE

Consistent with this agreement and federal and state law, leaves of absences are administered through the College's Office of Human Resources. Information provided by Human Resources includes, but is not limited to: qualifying absences, responsibility for scheduling, providing notice to the College, reporting leave use, and medical certification.

Section 1. Definition of Family

For the purposes of FMLA and OFLA, protected leaves of absence, "family member" will be defined by the applicable leave law.

At a minimum, under FMLA, qualifying family member includes child, spouse, and parent (or in loco parentis).

At a minimum, under OFLA and per Bureau of Labor and Industries (BOLI), qualifying family member includes spouse, parent (or in loco parentis), parents-in-law, child, grandparents, grandchildren, same-gender domestic partner, and children and parents of same-gender domestic partner.

For the purposes of leaves of absence available through College policies, qualifying family member also includes opposite-sex domestic partners and children and parents of opposite-sex domestic partners.

Section 2. Parents Extended Pregnancy Disability Leave

- A. Temporary disability resulting from pregnancy or a complication resulting from pregnancy shall be treated no differently than any other temporary disability that would be covered by the College sick leave policy, regardless of whether the mother or the father is an employee of the College.
- B. If the mother of the newborn child experiences a temporary disability resulting from pregnancy or a complication resulting from pregnancy, either the mother or the father shall be eligible to request parents extended pregnancy disability leave in writing.
- C. Parents extended pregnancy disability leave-without-pay for a reasonable period, not to exceed six (6) months, less any leave for this same purpose under OFLA or FMLA, shall be granted by the College at the request of the employee. Complications affecting return to work shall be considered for extension of the leave of absence for an additional period not to exceed six (6) months.
- D. Upon return from parents extended pregnancy disability leave, the employee shall have the right to return to the same position held before going on parents extended pregnancy disability leave, or to an equivalent

position for which that employee is qualified.

- E. If an employee is eligible for protected leave under FMLA and/or OFLA, that time would need to be exhausted before being eligible for unpaid parents extended pregnancy disability leave.
- F. All paid time-off, including vacation, sick leave, personal and compensatory time, must be exhausted before unpaid parents extended pregnancy disability leave will be approved.
- G. An employee's seniority, as defined in **Article 4. SENIORITY**, is not impacted by parents extended pregnancy disability leave.

Section 3. Family Medical Leave

Employees may request, in writing, leave in accordance with state and federal laws and this agreement. These laws currently include, but are not limited to, the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA).

These laws, together and separately, provide job-protection for absences related to: birth, adoption and foster placement of a child, serious medical condition of the employee or employee's family member(s), bereavement, military duty, and family members with military-related illness or injury.

Eligible employees may be placed on Family Medical Leave either at the employee's request or at the employer's discretion. The employee is required to use vacation, sick leave, personal and/or compensatory time concurrent with Family Medical Leave time. The employee may designate the order of paid leave to utilize. In the absence of such designation, the order shall be the following: sick leave, compensatory time, personal time, vacation time.

An employee's seniority, as defined by **Article 4. SENIORITY**, is not impacted by Family Medical Leave.

Section 4. Sick Leave and Donation of Sick Leave

Accrual: Full-time employees shall accrue sick leave at the rate of eight (8) hours for each month worked to be used in the event of employee illness or illness of a family member, as well as for medical/dental care. Less than full-time employees will receive prorated accrual, based on their FTE. Sick leave shall be accrued without limit.

Medical Certification: If the use of sick leave is more than five (5) consecutive days, or if a pattern of absences occurs which becomes problematic, the College may require medical certification prior to returning to work. Reasonable out-of-pocket costs not covered by insurance, including office co-pays and co-insurance, shall be reimbursed to employees who are required to provide medical certification.

Workers' Compensation Charges: Absence resulting from illness or accident compensated by worker's compensation is chargeable as sick leave. Compensation received shall be deducted from college pay.

The College agrees to maintain Workers' Compensation benefits not less than the same level provided by the State Accident Insurance Fund and will be calculated according to the member's current salary.

Voluntary Donation of Sick Leave Time: Employees with a minimum of eighty-eight (88) hours of accumulated sick leave may donate up to ten percent (10%) of their current sick leave time each pay period to any classified employee(s) who has exhausted all sick and personal leave and all vacation, compensatory, and other accumulated time due to illness or injury or medical condition of the employee or a family member. The Office of Human Resources should be contacted for the appropriate form. Employees who are terminating for any reason may not donate their accumulated sick leave to other employees. The decision of each individual employee whether to donate is a voluntary decision.

Donation of sick leave is also meant to assist the employee as a bridge to Long Term Disability, and is not meant to be used as a replacement of long-term disability.

Section 5. Bereavement Leave

An employee shall be granted five (5) days of paid bereavement leave for each occurrence in the event of death in the family of the employee to make household adjustments and/or attend funeral services. If the member needs additional bereavement leave, they may use accrued vacation, sick, personal, or unpaid leave. Paid bereavement leave will run concurrently with OFLA bereavement leave, as applicable.

Section 6. Jury Duty

- A. All employees called for jury duty or subpoenaed as witnesses to a College-related activity shall suffer no loss of pay except any pay for such duty will be endorsed to the College. Any payment for reimbursement of expenses shall be retained by the employee.
- B. Employees appearing in court on their own behalf or subpoenaed as witnesses for other than a College-related activity will have to file either vacation or personal business leaves of absence.

Section 7. Military Leave

Military leave is granted to eligible employees who are inducted or enlist for military duty in any branch of the armed forces of the United States pursuant to ORS 408.290 and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

A. Paid Military Leave

Employees required to attend military training as members of the Armed Forces Reserves or the National Guard will be granted a military leave of absence with pay for a period not to exceed fifteen (15) consecutive calendar days in any training year. In compliance with ORS 408.290, an employee shall have been employed for at least six (6) months with the College before applying for paid military leave. The employee should not be on military leave at the time of application.

Employees who attend military training and who are away from home until the day before their return to work, shall be provided one additional paid day off in the week following their return to work.

B. Unpaid Military Leave

If an employee is called to military service, the College will grant military leave in accordance with provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) or applicable state law.

C. Requests for military leave should be made as far in advance as possible to allow supervisors time to schedule workloads properly. A copy of military orders assigning leave must accompany requests for military leave.

D. "Service" means the performance of such military duty on a commission or non-commission status, and on a voluntary or involuntary basis, in a uniformed service.

E. Veterans Day Leave for Veterans

An employee who qualifies as a veteran may be granted leave without pay to celebrate the actual Veterans Day when the College-observed Veterans Day does not coincide with the actual Veterans Day.

Section 8. Association Leave

Association members shall be granted the right to use accrued vacation or personal leave to attend authorized OEA or NEA functions.

Section 9. Professional Development Leave

A leave of absence, without pay, shall be granted to any employee, upon application, for the purpose of participating in exchange programs in other states, territories or countries; the Peace Corps or Missionary service of respective Religion; or cultural travel or work program related to that employee's institutional responsibilities; provided said employee states the intention to return to the

College.

Application for such unpaid leave will not be accepted until the employee has served two (2) full years at the College. A second application, under this Article, will not be considered until the expiration of five (5) years after the employee returns to work from the previous leave.

If a manager must choose between employees requesting professional development leave, preference will be given on the basis of seniority up to (but not after) the date of approval.

While on leave the employee must notify the College of the intent to return to work at least ninety (90) days prior to the expiration of the leave. Lack of notification could lead to termination of the employee.

An employee's seniority, as defined in **Article 4. SENIORITY**, is not impacted by Professional Development Leave.

Section 10. Educational Leave

After completing one (1) year of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to that employee's employment.

The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee when mutually agreed upon between the College and the employee as coordinated by the Office of Human Resources.

One (1) year leave of absence with any requested extension for educational purposes may not be provided more than once in any five (5) year period.

Employees may also be granted leaves of absence without pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the College.

An employee's seniority, as defined by **Article 4. SENIORITY**, will not be impacted by Educational Leave.

Section 11. Personal Leave

- A. Employees shall be entitled to thirty-two (32) hours of personal leave per year to be used at the employees' discretion. Except in cases of an emergency, a written application for personal leave shall be made to the immediate supervisor at least three (3) days in advance of the leave. Such leave shall be used for matters which cannot be scheduled outside normal working hours.

- B. Upon completion of probation, all full-time classified bargaining association members will receive and be entitled to use the following number of Personal Leave hours:

If Hired Any Day During the Month of:	Personal leave Hours Due Upon Completion of Probation
July	32
August	29.33
September	26.67
October	24
November	21.33
December	18.67
January	32
February	32
March	32
April	32
May	32
June	32

- C. On July 1 of each year, all full-time employees will be granted a balance of thirty-two (32) hours of personal leave to use during the fiscal year ending June 30.
- D. Nine (9) month employees will be treated as full-time (1.0 FTE) for purposes of paragraphs A and B. A nine (9) month employee who is hired in September for the entire academic year however, will be entitled to the full thirty-two (32) hours of Personal Leave when he/or she completes probation in or about March. Employees who work less than full-time (e.g. six (6) hour/day employees) will be entitled to Personal Leave on a pro-rated basis.

Article 10. WAGES AND BENEFITS

Section 1. Salary

Effective July 1, 2019, the salary schedule shall be increased by 3.7% as indicated in **Appendix A. CLASSIFIED SALARY SCHEDULE 2019-20**.

All classified employees represented by the Association will receive a one-time bonus of \$750 less applicable taxes, upon ratification of the Agreement by both parties. Bonus and retro amounts shall be paid at the time longevity checks are issued.

Effective July 1, 2020, the salary schedule from 2019-20 shall be increased by the annual increase of the Consumer Price Index (CPI) of West Region A published in February with a minimum of 2.25%. This will be appended to the Agreement as **Appendix B. CLASSIFIED SALARY SCHEDULE 2020-21** by May 15, 2020.

Effective July 1, 2021, the salary schedule from 2020-21 shall be increased by the annual increase of the Consumer Price Index (CPI) of West Region A published in February with a with a minimum of 2.25%. An additional 1% will be added to the salary schedule in the event that CCSF for the 2021-23 biennium is \$700 million or more and reimbursable FTE enrollment for 2020-21 has increased over 2019-20. This will be appended to the Agreement as **Appendix C. CLASSIFIED SALARY SCHEDULE 2021-2022** by May 15, 2021.

Section 2. Step Advancement

Scheduled step advancements are effective July 1. A new employee must complete their probation to be eligible for step movement.

Individual step advancement will occur annually as follows:

Effective July 1, eligible employees not yet on step 15 will advance one step.

If an employee is absent for more than six and one-half (6½) consecutive months due to any form of leave other than Professional Development or Educational Leave, or has reached Step 15, will serve longer than the required one (1) year before step advancement.

Employees at Step 15 for more than one year will be given an annual bonus equal to two percent (2%) of their annual salary.

Section 3. Description of Benefits

A. Life Insurance

The College shall provide each eligible employee with a life insurance policy of \$50,000. The college will pay the premiums.

B. Long-term Disability

The College shall provide each employee with long-term disability insurance. The college will pay the premiums.

C. Accidental Death and Dismemberment

The College shall provide each employee with accidental death and dismemberment insurance. The college will pay the premiums.

The following provides a summary of the benefits included in the College's group health insurance plan. The cost of providing the employee's enrollment election under the College's group health insurance shall be deducted from the College-provided health insurance benefit package. If the health insurance benefit package is insufficient to cover the costs of the employee's enrollment election, then the College shall deduct the balance from the employee's monthly salary.

D. Dental Insurance

The College shall provide a dental plan for each employee and dependents, with dependent coverage being the employee's option.

E. Health Insurance

The College shall provide medical and vision insurance plans for each employee and dependents, with dependent coverage being the employee's option.

The Insurance Committee shall review college supplemental life, medical, vision and dental insurance programs on a year-to-year basis and make recommendations regarding premium charges, coverage and renewal. The committee also deals with Employee Assistance issues.

The Insurance Committee shall contain at least two (2) classified bargaining association members. Selection of members to fill the representative positions are to be made by the Association.

F. Employee Assistance Plan

The College shall provide an Employee Assistance Plan (EAP) at no cost to employees. The EAP shall provide confidential short-term counseling and referral services for employees and/or their family members. Information about how to contact the EAP provider directly shall be provided to all employees. Only statistical summary information about employee contacts will be given by the EAP provider to the College.

G. Insurance Carrier

The insurance programs identified in this Article shall be provided only in accordance with the underwriting rules and regulations set forth by the insurance

carriers in policies retained by the College. Nothing in this agreement shall change the interpretations, meanings or intent of the provisions of the insurance contracts between the College and the insurance carriers. The College is not obligated under any circumstance to pay for any expense not covered by the insurance carriers. Nothing in this Agreement, however, limits an employee's right to appeal or otherwise challenge against the carrier any interpretation, meaning, or intent of the provisions of any insurance contract applied by the carrier.

H. Insurance Benefit Package

Effective upon ratification of this agreement, the total College contribution to a Section 125 plan for the above benefits shall be according to the table below. If the total contribution is insufficient to cover the needs of the individual employee, then the College shall deduct the balance from the employee's monthly salary.

	2019-20	2020-21	2021-22
Employee Only	\$844	\$903	\$966
Employee + Spouse/Partner	\$1,527	\$1,623	\$1,718
Employee + Child(ren)	\$1,405	\$1,493	\$1,578
Employee + Family	\$2,052	\$2,185	\$2,319

Benefits shall be prorated as follows:

One-half ($\frac{1}{2}$) but less than three-fourths ($\frac{3}{4}$) time = fifty percent (50%)
 Three fourths ($\frac{3}{4}$) to full time = one-hundred percent (100%)

Benefits shall be paid for nine (9), ten (10) and eleven (11) month employees on recess periods, prorated according to hours of employment.

The College may elect to provide a high-deductible medical insurance plan, currently known as Moda Plan 6. The plan may or may not result in lower costs to enrolled employees depending on their medical use during the plan year. It is the employee's responsibility to determine whether they are eligible under federal guidelines to participate in this type plan. For staff choosing this plan, effective October 1 of each plan year identified in this agreement, the College will place single premium savings, equivalent to the difference between single tier Plan H premium and the least expensive single tier plan premium of other available plans, into the health savings account (HSA). Savings on other tiers will be in the form of lower out-of-pocket expenses and will not result in college paid contributions into a health savings account (HSA).

Eligible employees may opt out of coverage under the College's group health insurance plan.

Eligible employees who elect to opt-out must maintain coverage under another employer-sponsored medical benefit plan and provide proof of current coverage under another employer-sponsored group medical benefit plan.

Note: participation or enrollment in the Oregon Health Plan/Medicaid, Veteran's Administration Benefit Programs, Medicare or Student Health Insurance does not qualify as an "employer-sponsored group medical benefit plan" and therefore enrollment in these plans does not qualify an employee to opt-out of the College's group health insurance plan.

Each employee who opts out of medical, dental and vision coverage shall be deemed to have elected the cash-out option under the Section 125 plan. \$200 per month will be automatically paid to the employee as taxable compensation subject to applicable withholding, less any fees charged for providing an opt-out incentive. The remainder of the college contribution will be forfeited and will revert to the College.

Waiving only dental or vision coverage does not qualify for the cash-out option under the Section 125 plan.

No employee selecting employee-only medical insurance shall pay for the cost of their benefit selection regardless of their selection of dental or vision insurance.

I. Insurance Benefits During Leaves

Employees may purchase College insurance benefits while on any official unpaid leave of absence up to twelve (12) months of authorized extension, if approved by the insuring agency.

J. Professional Development

Professional Development is intended to build and improve professional competencies and skills. It is recognized by the Board that attendance at professional meetings, participation in optional trainings, or enrollment in appropriate courses and/or workshops that build these competencies and skill sets makes a more knowledgeable and valuable employee.

To facilitate participation in such activities, the college will provide \$30,000 per year of this contract for professional development available to classified employees on a first-come, first-served basis with no person utilizing more than \$1,000 per year.

Where training is a requirement by the College, refer to **Article 3. HOURS OF WORK AND CONDITIONS, Section 11. Training (Job).**

Section 4. Tuition

A. Clackamas Community College

Tuition at Clackamas Community College for all College-sponsored courses held within the College district will be waived for members of the classified bargaining association and for members' spouses and dependents. Employees and dependents will not be counted to meet minimum class enrollment requirements. The College recognizes the value of staff development that may allow, through its processes, the taking of classes during work hours. (A person who qualifies as a dependent under IRS regulations shall qualify as a dependent under this Section).

B. Advanced Degree Program

Clackamas Community College will pay (1/3) of the tuition, to a maximum of \$205 per credit, for classified employees who wish to pursue an advanced degree. Documentation of successful completion is required for reimbursement. The maximum cost per credit will be increased by the February Consumer Price Index (CPI) for West Region A, each year.

To be eligible for the advanced degree program, employees must have earned a minimum of an Associate degree and must file an approved Professional Development Plan with Human Resources.

Employees become eligible for the advanced degree tuition program following the completion of their probationary period.

Section 5. PERS/OPSRP Pickup

The College shall pay the six percent (6%) employee contribution required by ORS 238.200 and ORS 238A.330. The full amount of required employee contributions/payments paid pursuant to this Section shall be considered as "salary" within the meaning of ORS 238.005(2) and ORS 238A.005(16)(b)(F) with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005(8) and ORS 238A.320. Any amount paid shall be considered to be employee contributions for all purposes under Chapter 238 and 238A.

In the event that during the life of this agreement it becomes impossible for reason of law, regulation or decision of the court, for the College to pay the six percent (6%) contribution or any portion thereof, the College will bargain with the Association over the impact of the change on the employee compensation package.

Section 6. Payroll

Payroll errors will be adjusted in a manner acceptable to the employee and the College. All salary payments will be made on the last business day of the calendar month worked.

Exact pay dates will be determined annually by the College's payroll calendar, which will indicate when funds are transferred electronically and when paper checks are mailed or available.

The College shall continue, for the life of this agreement, payroll deductions and electronic transfers as permitted by law, including but not limited to any portions that may be used for political purposes.

Article 11. PERSONNEL FILES

Section 1. Member Review

A member shall have the right, by the end of the business day following the day of the request, to review the contents of that member's personnel file and to receive a copy at College expense of any documents contained therein, excluding confidential materials as identified in **Section 3. Confidential and Investigation Files** below. A member will be entitled to be accompanied by a representative of the Association during such review.

No material relating to any employee performance will be placed in the member's personnel file unless the member has had an opportunity to review the material. The member will acknowledge personal opportunity to review material to be placed in the file by affixing a signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The member also will have the right to submit a written response to any material in the employee's file and that response will be attached to the file copy. In the event that the member believes the material to be inaccurate, untrue, or unfair, the matter may be grieved.

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

The Office of Human Resources shall maintain a review log in each classified employee's file. The name of the person reviewing the file shall be recorded in the log with the date and reason for the review. Only authorized staff of the Office of Human Resources may be exempt from the use of the log.

The employee shall have the right to respond to or answer any document in the employee's personnel folder.

Section 2. Negative and Disciplinary Material

After three (3) years in a personnel file, negative or disciplinary materials shall be removed and destroyed.

At any time before three (3) years from the date of the negative or disciplinary materials, if there has been no subsequent material placed in the file related to the same or similar situation, and upon mutual agreement between the employee, the Dean, and Chief Human Resources Officer, negative or disciplinary materials shall be removed and destroyed.

Negative and disciplinary material may include but is not limited to annual evaluation forms, documentation of unsatisfactory performance, verbal or written reprimands, and records of disciplinary action.

Section 3. Confidential and Investigation Files

The College agrees to protect the confidentiality of personal references, academic credentials, and other documents submitted from outside the College on a "confidential" basis.

Investigation files: Documents related to the investigation of incidents will be retained in separate investigation files in the Office of Human Resources. Substantiated incidents may be used in classified evaluations only during the evaluation period in which the incident occurred or to demonstrate a pattern of behavior, and in accordance with this Agreement. Unsubstantiated incidents will not be used in any evaluations. When an incident is reported to the Office of Human Resources, the member and the Association must both be notified in writing of the content of the allegation within five (5) working days of the college's receipt of the allegation. All information and investigations will be conducted in a confidential manner. This confidential information will be retained under the control of the Chief Human Resources Officer.

Section 4. Added Material

Employees may add to their personnel file documents such as letters of recommendation, awards, commendations, certificates, etc. Employees are urged to review their file annually.

Article 12. RETIREMENT

Section 1. Early Retirement

The College will provide the following benefits to employees who:

- Began employment prior to July 1, 2011
- Have completed twelve (12) consecutive years of service with the College just prior to retirement
- Are qualified and executing PERS retirement or are at least fifty-eight (58) years of age, but not yet sixty-five (65) years of age
- Elect the option of early retirement.

For purposes of determining consecutive years of service, paid leave (including up to two (2) years long-term disability) will be counted as time served. Unpaid leaves do not constitute a break in consecutive years of service, but will not be counted as time served.

- A. If the employee is not yet age sixty-two (62) after meeting eligibility requirements in Section 1 above, the employee is eligible for 1, 2, and 3 listed below under Benefits.
- B. If the employee is age sixty-two (62) but not yet age sixty-five (65), after meeting eligibility requirements in Section 1 above, the employee is eligible for 1, 2, and 3 listed below under Benefits.

BENEFITS

1. A monthly stipend equal to 10% of the employee's base monthly salary at time of retirement. for a maximum of forty-eight (48) months or until the employee reaches age sixty-five (65), which ever happens first. Employees retiring before age fifty-eight (58) may opt to receive monthly payments equal to the monthly stipend x 48 months, divided by the number of months eligible up to age sixty-five (65).
2. Medical and dental insurance generally provided employees, limited to two-party coverage until retiree reaches age sixty-five (65) and shall be subject to approval of carrier. In the first year of retirement this benefit shall be the dollar amount in effect during the employee's last year of work thereafter increased by 2.5%.
3. Existing (employer paid group plan) life insurance coverage at the time of retirement (maximum \$50,000) for employee until age sixty-five (65).

Section 2. Credit for Part-time Service

Credit toward the twelve (12) consecutive years of service required for early retirement shall be given to employees whose employment meets the following criteria:

- The employee must have worked as a member of the classified bargaining association for at least six (6) consecutive years immediately preceding the proposed retirement date.
- Part-time employment must have preceded employment as a member of the classified bargaining association without a break in service.
- Part-time employment must have consisted of an average of at least fifteen (15) hours per week for no less than nine (9) months per calendar year.

For employees whose service meets the above criteria, part-time employment shall be calculated and credited as follows:

- An employee who has worked as a member of the classified bargaining association for six (6) to eight (8) consecutive years shall receive one (1) year credit for each three (3) years of part-time employment.
- An employee who has worked as a member of the classified bargaining association for more than eight (8) consecutive years shall receive one (1) year credit for each two (2) years of part-time employment.
- No employee shall receive more than six (6) years credit for part-time service toward early retirement.

Section 3. Notice of Anticipated Retirement

A minimum of six (6) months' notice must be given prior to the planned date of retirement. This requirement may be waived by the College President.

Section 4. Transferability of Benefits

Stipends or benefits provided by the College are not transferable in the event of the employee's death.

Section 5. Obligation of the College

If a payment has been authorized and a retirement date established, payment does not become an obligation of the College until the agreed upon retirement date. Death or termination of employment for any reason, prior to established date, terminates the obligation to pay by the College.

Section 6. Early Notification of Retirement

Employees that have submitted an official notice of retirement with a retirement date in the next 18 months will not have a maximum vacation accrual.

Section 7. Retirement Incentive

Should the College decide to evaluate a potential early retirement incentive program, the Association will be included in the shared governance process.

Article 13. EVALUATION

It is the intent of the evaluation process that the supervisor and employee engage in discussion on an ongoing basis about areas of strength and growth and areas needing improvement to promote continued success of the employee. The evaluation process should be seen as a communication tool between supervisor and employee, a formal opportunity to review the employee's job description and work activities, and an opportunity for employee self-improvement. In addition, the evaluation provides a record of the employee's performance for the employee personnel file. The evaluation process is not the appropriate time to initiate disciplinary action as described in **Article 14. DUE PROCESS RIGHTS AND TERMINATION FOR JUST CAUSE.**

Section 1. Evaluation Form

Evaluation of employees shall be in accordance with a standardized Classified Employee Evaluation Form provided by the Office of Human Resources. Additional information in narrative form may be included at the option of the employee or the supervisor.

Section 2. Timing

Employees in their first three (3) years of employment shall be evaluated by their immediate supervisor in writing at least once (1) per school year, no later than June 15, or one (1) month prior to the end of the employee's contract year whichever is sooner.

Beginning with their fourth (4th) year, employees shall be evaluated at least every two (2) years.

Section 3. Pre-evaluation

At least five (5) working days prior to the scheduled evaluation meeting, the employee will be provided with copies of the evaluation form, guidelines and instructions given to supervisors, and a copy of the employee's job description.

To facilitate the actual evaluation meeting, the employee may complete a self-evaluation which may be shared with the supervisor. The employee's self-evaluation is not intended to replace the supervisor's evaluation in the personnel file. Employees may ask up to two (2) peers that know the employee's work to provide input directly to the supervisor. The gathering of this input is the responsibility of the employee and will be submitted outside of the Human Resources information system.

Section 4. Evaluation Meeting

The evaluator shall meet with the employee during a scheduled meeting to go over the evaluation form and the optional self-evaluation.

- A. The employee and supervisor will review the job description, to ensure the job description is still an accurate representation of the job assignment. If the review shows significant changes and a reclassification should be considered, refer to **Article 5. EMPLOYEE CATEGORIES / VACANCIES/ TRANSFERS, Section 11. Reclassifications**. The job description will be signed and dated by employee and supervisor to indicate that it has been reviewed at the time of evaluation.
- B. If the supervisor has rated any portion of the employee's job performance as less than excellent, the employee may ask in writing for specific suggestions for improvement from the supervisor.
- C. If the supervisor has rated any portion of the employee's job performance as less than satisfactory, the supervisor must provide written suggestions for improvement to the employee.
- D. If the supervisor has rated any portion of the employee's job performance as unsatisfactory, a specific example(s) must be indicated. Specific steps the employee should take to improve performance must also be listed in writing.
- E. In instances where any element of an employee's job performance has been listed as unsatisfactory on the annual evaluation, a follow-up progress report on that element alone must be filed in the Office of Human Resources within six (6) months of the previous evaluation.
- F. No example(s) of unsatisfactory job performance shall be listed on the evaluation form unless prior discussion(s) have been held with the employee.
- G. The employee may ask an association representative to be present during the evaluation meeting, as provided in **Article 2. ASSOCIATION SECURITY, Section 4. Activities**. The supervisor may also have a representative or designee from the Office of Human Resources present. If either the employee or the supervisor desires to have another person present, the other must be notified in advance of the meeting.
- H. The employee shall sign the evaluation form at the meeting unless changes are to be made to the evaluation, in which case the employee will sign after all changes are made. Such signature shall only indicate that the employee has seen the evaluation. The employee will have access to the fully executed evaluation in the systems of record.

Section 5. Employee Comments

The employee shall have ten (10) working days from the meeting to make any written comments on the evaluation. Upon request the supervisor will grant a meeting to discuss the employee's written comments. The employee may have an association representative and the supervisor may have a representative or

designee from the Office of Human Resources in attendance at that conference. The comments shall be attached to the evaluation in the personnel file.

Section 6. Additional Evaluations

Employees may request one (1) additional evaluation annually. Such request must be made in writing either to the immediate supervisor or the Office of Human Resources.

Section 7. Lead Person/Team Leader

For those employees who have a regular lead assignment as defined in **Article 5. EMPLOYEE CATEGORIES/VACANCIES/TRANSFERS, Section 2. Lead Person/Team Leader**, the annual evaluation will include the employee's performance of the duties of the lead assignment.

For those employee who have a temporary lead assignment, as defined in **Article 5. EMPLOYEE CATEGORIES/VACANCIES/TRANSFERS, Section 2. Lead Person/Team Leader**, the evaluation will not include the employee's performance of the duties of the lead assignment.

Section 8. Grievances

The process, and not the contents, of employee evaluations are grievable under this Agreement.

Article 14. DUE PROCESS RIGHTS AND TERMINATION FOR JUST CAUSE

Employee performance issues should be solved at the lowest possible level. The supervisor will inform the employee that improvement or a change is necessary and encourage that improvement. Informal discussions are encouraged between the employee and the supervisor. Informal discussions may include a plan of assistance defining the problem or situation and outlining actions for improvement. The disciplinary process should not be used for routine conversations regarding improvement in employee performance, but should be limited to use in the event of a serious problem. The supervisor will address any problem that may arise at the time it occurs.

Employees who are subject to disciplinary action may exercise their Weingarten Rights including the right to an association representative during meetings regarding, or leading to, formal discipline. Other representatives are permitted only through mutual agreement of the college and the association. Any employee needing support or clarification pertaining to respective rights under this Agreement is encouraged to seek association advice and have an association representative present at each step of this procedure. No classified bargaining association member shall be disciplined or discharged without just cause.

It is understood by both parties to this Agreement that the College retains the authority to discipline members of the classified bargaining association for unsatisfactory service or actions. Actions may include dismissal, suspension or reassignment.

Discipline and Discharge

Section 1. Causes for Disciplinary Action

Actions / behaviors that may be deemed sufficient to initiate disciplinary action include but are not limited to:

- insubordination,
- neglect of duty,
- disclosure of unauthorized information,
- refusal to cooperate and maintain good working relations with all other employees, students, and the public,
- unauthorized or unreported absence,
- willful or intentional failure to comply with a rule or regulation set by the institution, or the provisions of this Classified Agreement,
- conviction of a crime which is of such a nature that it indicates that the classified member may be a threat to the persons or property at the College in that the continuation of professional duties may be disruptive to the working of the College,
- willful violation of any part of the terms of permanent employment as defined by the job description and standard rules of employment,
- consumption of and/or use of intoxicants while on duty or in a state of intoxication when reporting for work,

- failure to perform the job in a satisfactory manner,
- failure to comply with the provisions of all safety codes and regulations and/or failure to follow such safety procedures creating unsafe or hazardous working conditions,
- discrimination/harassment.

Section 2. Steps in the Disciplinary Process

Informal Process

- Step 1. A verbal warning – the least severe form of corrective action. The supervisor should explain the purpose of the warning and the improvement or correction required. This discussion will identify reasonable time lines to correct the basis for the warning.

In the event informal discussions are unsuccessful and formal disciplinary action is needed, the following progressive steps will be initiated, depending on the severity of the situation. In some cases, the severity of the situation may require initiation of the Formal Disciplinary Process at Step 2, 3, 4 or 5.

Formal Process

The employee and the Association will be given at least 24 hours' written notice prior to formal pre-disciplinary or disciplinary meetings or investigative interviews.

Any discipline of employees at Step 2 or above shall respect the professionalism of the individual involved and be confidential.

- Step 2. A written reprimand – documentation detailing the specific circumstances and required improvement or correction, including a written plan of assistance that outlines specific steps / actions. The plan of assistance will be written by the immediate supervisor with assistance from Human Resources. The plan will include clear identification of the problem or action, including a summary of any past actions or patterns of a similar nature. Copies of past evaluations addressing similar issues may be attached to the plan of assistance. The number of any prior written reprimands will be taken into account. The expectation of sustained improvement will be clearly outlined.

The plan of assistance will clearly state the next steps for follow up as well as reasonable timelines, which shall be tailored to match the particular conduct and the severity of the circumstance(s) that brought the action / behavior to this step of the process. The consequences, if improvement does not occur, will be clearly defined. A copy of the plan of assistance will be placed in the employee's personnel file.

A meeting will be convened to review the plan of assistance, which will include Human Resources, the affected employee, the immediate supervisor and a representative of the Association. Following a detailed review of the plan of assistance, the employee and the immediate supervisor will be required to sign the plan of assistance. The employee's signature acknowledges that the meeting did take place, that they are in receipt of a copy of the reprimand and does not imply agreement with its contents. The affected employee will have a period of five (5) working days following the meeting to submit a written response to the plan of assistance.

Step 3. A suspension without pay – If a written report indicates that the problem has not been corrected, the employee may be suspended from duty without pay for up to three (3) of the employee's scheduled work days, notice of which must be in writing. Suspension periods apply to scheduled work days and holidays. Thirty (30) calendar days following the employee's return from suspension a written report of the employee's progress, specifically related to the cause for suspension, will be prepared by the supervisor with assistance of Human Resources.

Step 4. Immediate suspension– Under certain circumstances, an employee may be suspended immediately, with or without pay, due to flagrant misconduct, pending an investigation of the circumstances that lead to the immediate suspension. Flagrant misconduct includes, but is not limited to, the following:

- assault on anyone while on duty,
- dishonesty,
- willful or careless destruction of property,
- gross insubordination,
- illegal sale, possession or provision of intoxicants or drugs.

A flagrant misconduct hearing will be scheduled with the employee, the immediate supervisor, Human Resources and an association representative, to review a post-suspension report. The report will outline the next steps in the process.

Step 5. Dismissal – Serious misconduct may result in immediate discharge, without application of any of the lesser steps of this disciplinary process. For less severe issues, dismissal from employment may occur following appropriate steps as outlined in this disciplinary process.

Section 3. Further Action

If after six (6) months from the date of a written reprimand or suspension no further action has been required, the employee's immediate supervisor shall prepare a written report of the employee's progress regarding the specific

problem, which shall be distributed to the employee and to the supervisor's immediate supervisor. A copy shall also be placed in the employee's personnel file. Any written materials older than three (3) years shall not be used in any subsequent disciplinary action. Such materials may be removed from the employee's file as provided in **Article 11. PERSONNEL FILES**.

Section 4. Appeal

In the event the employee believes Article 14, Section 2 has not been followed, the employee, through the Association, shall notify the College, in writing, within fifteen (15) working days from the date of the action. The matter will then enter the grievance procedure at Step 2 – Collaborative Resolution Process.

In the event that the grievance proceeds to arbitration the fees of the arbitrator and the necessary expenses (inclusive of payment to witnesses) of any arbitration proceeding shall be borne by the losing party or 50/50 percent split if a split decision, and each party shall pay the fees of its own counsel or representative.

Human Resources shall keep the College President and the appropriate College function administrator informed at each step of this procedure by verbal and/or written communication, whichever may be appropriate.

Article 15. GRIEVANCE PROCEDURE

Section 1. Purpose

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
- B. Members are encouraged to seek a solution or adjustment of a complaint through an informal meeting with their supervisor prior to filing a grievance.

Section 2. Definitions

- A. A "grievance" is a dispute by an employee or group of employees or the Association based upon the interpretation, violation, or application of this Agreement, but shall not include:
 - 1. Written complaints relating to the merits of discipline and discharge of members, which matters are governed by **Article 14. DUE PROCESS RIGHTS AND TERMINATION FOR JUST CAUSE.**
 - 2. Written complaints relating to the merits of discipline and discharge of a probationary employee, which matters are governed by **Article 5. EMPLOYEE CATEGORIES/VACANCIES/TRANSFERS.**
- B. For purposes of this Article, a "working day" shall be any day for which the employee is assigned to work or would have been assigned to work except for being laid off as outlined in **Article 6. LAYOFF/REDUCTION-IN-FORCE/RECALL.**

Section 3. Process

- A. When a dispute arises between an employee or group of employees and an Administrator or between the Association and the College regarding the interpretation, violation, or application of this Agreement, the matter shall be brought to the College's attention at the lowest administrative level with the authority to resolve the matter.
- B. The dispute shall be brought to the attention of the College within twenty-one (21) working days after the facts upon which the dispute is based first occurred, or first become known, or should have become known.

Step 1. Informal Initial Review

- a. The aggrieved member and/or the Association shall first notify the Administrator who is central to the dispute of the issue alleged to be a grievance. The parties will meet in person within ten (10) working days of the notice to attempt resolution of the matter.
- b. The Administrator shall respond in writing to the aggrieved member and/or the Association within ten (10) working days of the meeting detailing the Administrator's position of the disputed matter.

Step 2. Collaborative Resolution Process

- a. If the issue cannot be resolved at the level of the informal initial review it should be referred in writing by the member and/or Association to the Vice President of College Services and the Association President within ten (10) working days of the Administrator's Informal written response.
- b. The Vice President of College Services shall arrange a meeting of the parties within ten (10) working days of receiving notification of the dispute during which time the parties, along with the Chief Human Resources Officer, will aim to resolve the matter. If no resolution can be reached at this Step, the employee or Association may file a grievance.

Step 3. Formal Grievance

- a. Should the parties be unable to resolve the matter within the period of the Collaborative Resolution Process, a grievance may be filed. The grievance must be submitted, in writing, to the Chief Human Resources Officer within ten (10) working days after the Collaborative Resolution Process has concluded.

The written grievance will include a concise summary of the allegations, including reference to the specific contract provision(s) in dispute and remedy sought.

- b. Within ten (10) days of the grievance being filed, the Chief Human Resources Officer, will organize a meeting involving the grievant and Administration with the goal of resolving the dispute.
- c. The Chief Human Resources Officer will respond in writing to the grievant and/or the Association, the Vice President of College Services, and the Administrator central to the matter

within ten (10) working days as to the College's formal position regarding the grievance.

Step 4. Arbitration

- a. If the grievance remains unresolved the grievance shall be reviewed by the Association, which shall have sole discretion as to whether a grievance should be appealed to arbitration. If the Association determines that a grievance shall be appealed to arbitration after the above steps or timelines have been exhausted, it shall, within fifteen (15) working days from the date of the Chief Human Resources Officer written formal response to the grievance, file a written notice of a request for arbitration with the Office of Human Resources.
- b. Within five (5) working days after the written notice of submission to arbitration, the parties will attempt to mutually agree on the selection of an arbitrator, or failing that, request a list of five (5) Oregon arbitrators from the State Employment Relations Board and, upon receipt of same, alternately strike names until one (1) remains, and submit the matter to arbitration.

Either party may request an extension of or freezing of timelines in order to continue an attempt at resolution or perform additional fact-finding but such extension may only be granted by mutual agreement. The party requesting the time-line extension must do so in writing and receive the other party's agreement in writing. The request will state the specific dates of the extension.

Section 4. Authority of the Arbitrator

- A. The arbitrator so selected shall hold hearings on the matter as promptly as possible, shall abide by American Arbitration Association Rules and render a decision within thirty (30) calendar days of the close of the hearings or receipt of post hearing briefs if such have been submitted.
- B. The decision of the arbitrator shall be final and binding upon the parties except to the extent the authority of the arbitrator shall be limited as follows:
 1. The arbitrator will be without authority to make any decision which requires the commission of an act prohibited by law.
 2. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement or Board Policy or Administrative Rules and Regulations. The arbitrator shall confine all decisions solely to the

application and/or interpretation of this Agreement or whether the procedural steps provided by Board Policy or Administrative Rules and Regulations have been followed, as the case may be.

3. Where the provisions of the Board Policy or Administrative Rules and Regulations call for the exercise of judgment, the arbitrator shall not substitute personal judgment for that of the official making such judgment, except in cases where the arbitrator determines that such judgment was exercised arbitrarily or capriciously or without basis in fact. If the arbitrator determines that specified procedural steps have not been followed, the arbitrator shall direct that the matter be reconsidered by the appropriate official in accordance with such procedural steps.
4. The decision of the arbitrator will be forwarded to the College and the Association and will be final and binding upon the parties.

Section 5. Association Representatives

Employees selected by the Association to act as association representatives shall be officers of the Association, and the names of other appointed association representatives who may represent employees shall be certified, in writing, to the College by the Association.

Section 6. College/Association Grievance Meetings

The Chief Human Resources Officer shall meet at mutually convenient times with the Association Grievance Committee. All Grievance Committee meetings with the College shall be held during working hours, on the College premises, and without loss of pay, limited to two (2) hours per meeting. The Association Grievance Committee shall consist of not more than three (3) members selected by the Association, plus the local Association President when a class action is involved. The purpose of the Grievance-Committee Meetings will be to attempt to adjust pending grievances, and by mutual agreement to discuss procedures for avoiding future grievance.

Section 7. Time Limits

Any time limits specified in this Article may be extended or reduced by mutual agreement of the parties.

Section 8. Expenses

The costs of the services of the arbitrator, including per diem expenses, travel, and the cost of the hearing rooms, if any, will be shared equally by both parties; however, in instances that result in arbitration based on **Article 14. DUE PROCESS RIGHTS AND TERMINATION FOR JUST CAUSE**, the above costs will be borne by the unsuccessful party or 50/50 percent split if a split decision. All other costs will be borne by the party incurring them.

Section 9. General Provisions

- A. Any employee may be represented at all stages of the grievance procedure by a representative of the Association. Where more than one (1) employee has a common grievance, the Association President may initiate a group grievance on their behalf. The Association President shall have the right to initiate a grievance growing out of an alleged violation of Association rights under this Agreement.
- B. Meetings and hearings under this procedure shall be conducted in public and shall include only parties in interest and their designated or selected representatives.
- C. Forms for processing grievances shall be prepared by the College and the Association and given appropriate distribution as to facilitate operation of the grievance procedure.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

- D. If Steps 1, 2, and 3 are not followed and/or notice is not served in accord with the time limits listed above by the grievant, the grievance will be barred, except for instances of continuing grievances (in the sense that the act complained of may be said to be repeated from day to day). Said limits are not to be extended by either party.
- E. If any of the administrative responsibilities at each step of this Article are not met, the grievance will proceed to the next Step.
- F. No reprisals of any kind will be taken by the College or any staff member due to the fact that an employee participated in the grievance procedure.

Article 16. GENERAL PROVISIONS

Section 1. Pledge Against Coercion

The College agrees not to interfere with the right of employees to become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the College or any College representative against any employee because of association membership, or because of any employee activity in an official capacity on behalf of the Association.

Section 2. Conformance with Law

Nothing contained herein shall be construed to deny any employee their rights under the constitutions and laws of the United States and the State of Oregon or under other applicable laws and regulations.

Section 3. Funding

The parties recognize that revenue needed to fund the compensation provided by this Agreement must be approved by established procedures. All such compensation is, therefore, contingent upon sources of revenue and, where applicable, voter approval.

Article 17. Management Rights

It is recognized that the College has and will continue to retain the rights and responsibilities to operate and manage the College and its programs, facilities, properties, and activities of its employees, through the President and respective administration, in accordance with such policy or procedure as from time to time may be determined. The foregoing enumeration of the functions of the College assume that the College retains all functions not specifically nullified by the Agreement.

The exercise of any of the aforementioned prerogatives shall be subject only to the extent that is specifically restricted by the terms of this Agreement.

This is the right of Administration according to the law.

Article 18. NO STRIKES OR LOCKOUTS

The Association agrees that there will be no strike (which shall include any strike action, work stoppage, work slowdown, boycott, failure to report for duty, picketing, willful absence from work, or performance of duty, or absence in whole or in part from the full, faithful, or proper performance of duty, or other concerted action) engaged in, authorized by, or approved by the Association or its members during the term of this Agreement.

The College agrees there shall be no lockout of employees during the term of this Agreement.

Employees shall retain all rights under ORS 243.698.

Article 19. SAVINGS CLAUSE

In the event any Article, section, or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, section, or portion thereof specifically ordered in the court's decision; and upon issuance of such a decision, the College and the Association agree to immediately negotiate the invalidated Article, section, or portion thereof.

Article 20. DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2019 and shall remain in full force and effect until June 30, 2022.
- B. The parties agree to enter into collective bargaining to modify this Agreement no later than February 1, 2022.
- C. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, and no departure from any provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the classified bargaining association, shall be construed to constitute a continuing waiver of the right to enforce such provision.



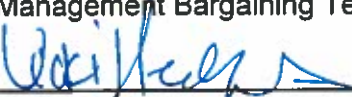
Dave Hunt, Chairperson,
COC Board of Education




Alissa Mahar, Chairperson Management
Bargaining Team




David Plotkin
Management Bargaining Team




Vicki Hedges
Management Bargaining Team




Jennifer Milldrum
Management Bargaining Team




Kelly Montgomery
Management Bargaining Team




Barbara Simington, Chairperson
CCCACE Bargaining Team




Becky Fidler, Chairperson
CCCACE Bargaining Team



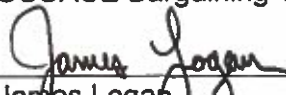
Brett Nair, Spokesperson
CCCACE Bargaining Team




Kelly Lawrence
CCCACE Bargaining Team



Matthew Larkin
CCCACE Bargaining Team



James Logan
CCCACE Bargaining Team



Enrique Farrera
CCCACE Bargaining Team

Appendix A. CLASSIFIED SALARY SCHEDULE 2019-20
 Monthly Wage (rounded)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
XT	6,247	6,428	6,615	6,807	7,004	7,207	7,416	7,631	7,852	8,080	8,315	8,556	8,804	9,059	9,322
X	6,117	6,294	6,477	6,665	6,858	7,057	7,262	7,472	7,689	7,912	8,141	8,378	8,620	8,870	9,128
IXT	5,578	5,740	5,906	6,077	6,254	6,435	6,621	6,814	7,011	7,214	7,424	7,639	7,860	8,088	8,323
IX	5,366	5,521	5,682	5,846	6,016	6,190	6,370	6,555	6,745	6,940	7,142	7,349	7,562	7,781	8,007
VIII	4,980	5,124	5,273	5,426	5,583	5,745	5,912	6,083	6,260	6,441	6,628	6,820	7,018	7,221	7,431
VIII	4,707	4,843	4,984	5,128	5,277	5,430	5,588	5,750	5,916	6,088	6,265	6,446	6,633	6,826	7,023
VIII	4,348	4,474	4,604	4,737	4,874	5,016	5,161	5,311	5,465	5,623	5,786	5,954	6,127	6,305	6,487
VII	4,129	4,249	4,372	4,499	4,629	4,763	4,901	5,044	5,190	5,340	5,495	5,655	5,819	5,987	6,161
VIT	3,977	4,092	4,211	4,333	4,459	4,588	4,721	4,858	4,999	5,144	5,293	5,447	5,605	5,767	5,934
VI	3,622	3,727	3,835	3,946	4,061	4,178	4,299	4,424	4,552	4,685	4,820	4,960	5,104	5,252	5,404
VT	3,572	3,675	3,782	3,891	4,004	4,120	4,240	4,363	4,489	4,620	4,754	4,891	5,033	5,179	5,329
V	3,177	3,269	3,364	3,462	3,562	3,665	3,772	3,881	3,993	4,109	4,228	4,351	4,477	4,607	4,741
IV	2,787	2,868	2,951	3,036	3,124	3,215	3,308	3,404	3,503	3,605	3,709	3,817	3,927	4,041	4,158
III	2,445	2,516	2,588	2,664	2,741	2,820	2,902	2,986	3,073	3,162	3,254	3,348	3,445	3,545	3,648

If, through the classification process, a position is placed in a higher range above the present salary schedule, then a new salary range(s) may be added to the schedule using the same ratios and number of steps as the other ranges.

Appendix B. CLASSIFIED SALARY SCHEDULE 2020-21

Monthly Wage (rounded)

This salary schedule is based on a 2.25% increase. The schedule may be adjusted in accordance with Article 10, Section 1. Salary

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
XT	6,388	6,573	6,764	6,960	7,162	7,369	7,583	7,803	8,029	8,262	8,502	8,748	9,002	9,263	9,532
X	6,255	6,436	6,623	6,815	7,012	7,216	7,425	7,640	7,862	8,090	8,325	8,566	8,814	9,070	9,333
IXT	5,703	5,869	6,039	6,214	6,394	6,580	6,770	6,967	7,169	7,377	7,591	7,811	8,037	8,270	8,510
IX	5,487	5,646	5,809	5,978	6,151	6,330	6,513	6,702	6,896	7,096	7,302	7,514	7,732	7,956	8,187
VIIIT	5,092	5,240	5,392	5,548	5,709	5,874	6,045	6,220	6,400	6,586	6,777	6,974	7,176	7,384	7,598
VIII	4,813	4,952	5,096	5,244	5,396	5,552	5,713	5,879	6,050	6,225	6,405	6,591	6,782	6,979	7,181
VIIIT	4,446	4,574	4,707	4,844	4,984	5,129	5,277	5,430	5,588	5,750	5,917	6,088	6,265	6,446	6,633
VII	4,222	4,344	4,470	4,600	4,733	4,870	5,012	5,157	5,307	5,461	5,619	5,782	5,949	6,122	6,300
VIT	4,067	4,185	4,306	4,431	4,559	4,691	4,828	4,968	5,112	5,260	5,412	5,569	5,731	5,897	6,068
VI	3,703	3,811	3,921	4,035	4,152	4,272	4,396	4,524	4,655	4,790	4,929	5,072	5,219	5,370	5,526
VT	3,652	3,758	3,867	3,979	4,094	4,213	4,335	4,461	4,590	4,724	4,861	5,001	5,146	5,296	5,449
V	3,249	3,343	3,440	3,539	3,642	3,748	3,856	3,968	4,083	4,202	4,324	4,449	4,578	4,711	4,847
IV	2,850	2,932	3,017	3,105	3,195	3,287	3,383	3,481	3,582	3,686	3,793	3,903	4,016	4,132	4,252
III	2,500	2,572	2,647	2,723	2,802	2,884	2,967	3,053	3,142	3,233	3,327	3,423	3,523	3,625	3,730

If, through the classification process, a position is placed in a higher range above the present salary schedule, then a new salary range(s) may be added to the schedule using the same ratios and number of steps as the other ranges.

Appendix C. CLASSIFIED SALARY SCHEDULE 2021-22

Monthly Wage (rounded)

This salary schedule is based on a 2.25% increase. The schedule may be adjusted in accordance with Article 10, Section 1. Salary

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
XT	6,531	6,721	6,916	7,116	7,323	7,535	7,754	7,978	8,210	8,448	8,693	8,945	9,204	9,471	9,746
X	6,395	6,581	6,772	6,968	7,170	7,378	7,592	7,812	8,039	8,272	8,512	8,759	9,013	9,274	9,543
IXT	5,832	6,001	6,175	6,354	6,538	6,728	6,923	7,124	7,330	7,543	7,761	7,987	8,218	8,456	8,702
IX	5,610	5,773	5,940	6,112	6,290	6,472	6,660	6,853	7,052	7,256	7,467	7,683	7,906	8,135	8,371
VIIIT	5,207	5,358	5,513	5,673	5,837	6,007	6,181	6,360	6,544	6,734	6,930	7,130	7,337	7,550	7,769
VIII	4,921	5,064	5,211	5,362	5,517	5,677	5,842	6,011	6,186	6,365	6,550	6,740	6,935	7,136	7,343
VIIIT	4,546	4,677	4,813	4,953	5,096	5,244	5,396	5,553	5,714	5,879	6,050	6,225	6,406	6,592	6,783
VII	4,317	4,442	4,571	4,703	4,840	4,980	5,124	5,273	5,426	5,583	5,745	5,912	6,083	6,260	6,441
VIT	4,158	4,279	4,403	4,530	4,662	4,797	4,936	5,079	5,227	5,378	5,534	5,695	5,860	6,030	6,205
VI	3,787	3,896	4,009	4,126	4,245	4,368	4,495	4,626	4,760	4,898	5,040	5,186	5,336	5,491	5,650
VT	3,734	3,842	3,954	4,069	4,187	4,308	4,433	4,561	4,694	4,830	4,970	5,114	5,262	5,415	5,572
V	3,322	3,418	3,517	3,619	3,724	3,832	3,943	4,057	4,175	4,296	4,421	4,549	4,681	4,817	4,956
IV	2,914	2,998	3,085	3,175	3,267	3,361	3,459	3,559	3,662	3,769	3,878	3,990	4,106	4,225	4,348
III	2,556	2,630	2,706	2,785	2,866	2,949	3,034	3,122	3,213	3,306	3,402	3,500	3,602	3,706	3,814

If, through the classification process, a position is placed in a higher range above the present salary schedule, then a new salary range(s) may be added to the schedule using the same ratios and number of steps as the other ranges.

Appendix D: Glossary

AD&D: accidental death and dismemberment insurance.

Arbitration: a formal hearing and ruling process conducted by a neutral authority. The arbitrator considers verbal and/or written testimony and is empowered to make a determination regarding the merits of the substantive positions of disputants. The arbitrator is selected by mutual agreement of the College and the Association.

Association: Clackamas Community College Association of Classified Employees.

Association President: the Clackamas Community College Association of Classified Employees President or designee.

Association representatives: employees selected by the Association to act as representatives of the Association and represent employees.

Bereavement leave: leave in the event of death in the immediate family of an employee.

Board: Board of Education of Clackamas Community College.

Broken service: when employment in a bargaining unit position is interrupted by a layoff for more than eighteen (18) months, failure to return to work within a period of ten (10) working days after employee has received notification by certified mail to return except as specified in Article 6. Layoff/Reduction-in-force/Recall, Section I. Layoff/Reduction-in-force, or is terminated by discharge for cause or voluntary termination of employment.

Campus: a comprehensive College operation maintained by the College that includes lower division collegiate, career and technical education, community and student services. This also includes the Extended Learning Campus, maintained by the College to meet special and unique needs of the district and local residents by providing specialized career and technical education, general education and community and student service activities.

College: Clackamas Community College.

College contribution: the amount the College contributes to the Section 125 plan to cover a portion of the cost of the insurance benefits package.

College President: Clackamas Community College President or designee.

Confidential files: files containing personal references, academic credentials, or other documents submitted from outside the College. Maintained separate from personnel or investigation files.

CPI: consumer price index of West Region A

Day: a measure of time, generally 24 hours in length and measured on a calendar. Can also be used in conjunction with paid-time off. With time-off, day refers to a work shift. For example, a sick day would mean 8 hours of sick leave for a full-time employee.

Department or Division: an organizational unit or either central administrative services or of a campus which groups together services and/or instructional programs.

Early retirement: employee retiring, began employment prior to July 1, 2011, completed twelve (12) consecutive years of service with the College, qualified and executing PERS retirement or at least fifty-eight (58) years of age and not yet sixty-five (65) years of age.

Emergency: an unforeseen situation in which college property or the safety of students or staff are potentially at risk, or where the direct delivery of services to students or staff would be impacted.

Employee: any member of the bargaining unit under the direction and supervision of the College. Bargaining unit employees include classified staff working twenty (20) hours a week or more.

Family member: an individual related to an employee, either by birth, adoption, fostering, marriage or an in loco parentis situation, that may qualify an employee, under OFLA and/or FMLA, for an extended time away from work without loss of seniority, benefits or any other negative employment action.

Fiscal year: July 1st thru June 30th.

FTE: full-time equivalency.

FMLA: Family Medical Leave Act; a federal law that allows eligible employees to take extended time away from work for qualifying reasons without penalty.

Gender identity or expression: a personal conception of oneself as male or female (or rarely, both or neither). This concept is intimately related to the concept of gender role, which is defined as the outward manifestations of personality that reflect the gender identity.

Grievance: a complaint by an employee, a group of employees, or the Association based upon the interpretation, violation, or application of the Agreement.

Incident files: documents related to the investigation of incidents.

Insurance benefits package: the amount available in the Section 125 plan to pay the premium costs associated with the employee's insurance enrollment election. The balance comes from the College contribution toward insurance coverage plus the amount deducted from employee's monthly salary, if applicable.

Investigation files: documents related to the investigation of incidents. Maintained separate from personnel and confidential files.

Layoff/Reduction-in-force: a reduction of the workforce for other than disciplinary, performance related, or personal reasons. Employees shall be given a minimum of forty-five (45) working days' advance written notice of layoff. A copy of each layoff notice shall be sent to the Association President at the same time it is sent to the employee.

Lead Person/Team Leader: in a team or crew setting, communicates work assignments/schedules and other information to individual team members and back to the supervisor

LTD: long-term disability insurance. College-paid insurance intended to replace salary when an employee has a qualifying injury or illness that prevents the employee from working. Benefit starts after 90-days of missed work.

Management: the President and the administration of the College.

Mentoring: employee training system under which a senior or more experienced individual (the mentor) is assigned to act as an advisor, counselor, or guide to a junior or trainee. The mentor is responsible for providing support to, and feedback on, the individual in his or her charge.

OFLA: Oregon Family Leave Act; a state law that allows employees to take extended time away from work without penalty.

Opt-out: as it relates to medical insurance coverage, electing to choose a different option for coverage. The different option must be enrollment in another employer-sponsored medical plan. An employee who elects to “opt-out” must provide proof of current coverage in a qualifying plan. Electing to opt-out is not the same as electing to waive coverage. Electing to waive medical coverage is not addressed in this agreement.

Orientation: the introductory stage in the process of new employee assimilation, and a part of their continuous socialization process in an organization.

Paid-time off: a bank of hours available to individual employees that allows them to be away from work but still receive compensation. Examples of paid-time off available to Classified employees include: holiday, vacation, sick leave, personal leave.

Parental leave: protected leave after the birth or placement of a child for foster care or adoption.

PERS/OPSRP pickup: the amount the College pays as the employee contribution to the Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP).

Personal leave: upon completion of probation, paid-time available to employees to be used for matters which cannot be scheduled outside normal working hours. At least three (3) days’ advance notice is required unless emergency.

Personnel files: files that contain all materials relevant to the member’s employment, except that all documents, communications and records dealing with the processing of a grievance will be filed separately from personnel files.

Probationary: a newly hired employee within 180 days of their date of hire.

Protected leave: unpaid time away from work for specific family and/or medical reasons, with continuation of group healthcare coverage under the same terms and conditions as if the employee had not taken leave. Eligibility requirements, qualifying medical conditions, and time limits in compliance with FMLA, OFLA and/or Oregon Sick Leave.

Salary grade: the pay level for a specific position on a salary schedule.

Salary schedule: a chart of available salary grades and pay steps.

Seniority: the length of an employee’s continuous service within the Classified bargaining association of the College.

Sick leave: in compliance with Oregon Sick Leave regulations, paid time away from work, accumulated by contracted term of employment, to be used for employee or family member illness or injury, health-related appointments, or public health emergencies.

STD: short-term disability insurance. Voluntary, employee-paid, insurance intended to replace salary when an employee has a qualifying injury or illness that prevents the employee from working.

Term: an established period of time when classes are scheduled.

Vacation: paid-time off, accrued on a monthly basis, at a rate based on seniority, prorated to percent of employment. Available as accrued on a first-come, first-served bases. Purpose of use does not need to be disclosed. A portion is may be paid-out upon termination. Must be used for protected leaves of absence before unpaid protected leave os absence is authorized.

Waive: an employee's decision to not participate in a benefit coverage that they would otherwise qualify to participate in, i.e. dental or vision coverage. Proof of other coverage is not required to waive coverage.

Work day: any twenty-four (24) hour period of a pre-established work week.

Work week: seven (7) consecutive days in a pre-established schedule.

Working files: file maintained by a supervisor, part of the supervisor's work product. Contents not utilized in any proceeding unless made part of the personnel file at the time created.

Agreement Terminology Notes:

The singular shall include the plural where appropriate in the contract.

The work "shall" is mandatory and the word "may" is permissive.

Notification "in writing" or written files as used in the Agreement means in paper or electronic form (e.g. email, myClackamas, etc.)