

# **MEMORANDUM OF UNDERSTANDING BETWEEN CLACKAMAS COMMUNITY COLLEGE AND THE ASSOCIATION of CLASSIFIED EMPLOYEES**

## **COVID-19 Working Conditions**

**2023**

Clackamas Community College (College) and the Association of Classified Employees (ACE) agree that due to the unforeseen events surrounding the COVID-19 we have made extraordinary accommodations to ensure the college continues to safely and effectively serve our students and remains a pillar of stability for our students, employees and the community as the public response to COVID-19 shifts.

This agreement shall serve as an interim document that will exist to maintain COVID-related agreements for 2023 until the parties reach an agreement in the successor to the current collective bargaining agreement between the parties.

### **Working on Campus**

1. The administration will continue to provide masks (N94, N95 or KN95) to members of the bargaining unit that request them.
2. Employees will not be required to complete health checks on community members, students and/or visitors to campus.
3. Vaccinations:
  - a. Employees may take time off from work with paid sick leave or paid vacation leave to receive a vaccination.
  - b. No employee shall be required to be vaccinated, unless required by law.

### **Return from Remote Operations**

Employees returning to on-campus work from remote operations will:

- Receive no less than 30 calendar days' notice of the College's intent to return an employee from remote operations.
- If the College postpones the return to campus of employees who have received the 30 calendar days' notice, the College will issue an additional notice to impacted employees no less than 10 working days prior to said return.

### **Hybrid Work Arrangements**

The Administration recognizes that employees and their departments may wish to explore options for hybrid work arrangements or to modify their current hybrid work arrangements.

The Administration will encourage managers to collaborate with their workgroup to assess customer service needs, campus hours of availability, workgroup staffing needs, and hybrid work arrangement options for teams and individual employees.

Employees who wish to work a hybrid schedule or modify an existing hybrid schedule during the term of this agreement may:

1. Submit a request to their supervisor for a hybrid work arrangement or to modify an existing hybrid work arrangement by submitting a "Request for Hybrid Work Arrangement Form" to said supervisor via NEOGOV.

### **College-Equipment and Supplies for Employees Working from Home**

To the extent available, the College shall allow telecommuting employees to use college equipment and supplies needed to perform job duties. If the employee is required to purchase their own supplies and no alternate supply is available at the College, they may request the authority from their supervisor to purchase the required supply. Such requests shall include why the supply is required to perform their job, documentation of why there are no alternate supplies or equipment available, and the cost of the requested supplies. If the request is approved, they will submit receipts to their supervisor for reimbursement for any out-of-pocket expenses. Such decision will be at the sole discretion of the supervisor. Any supplies or equipment purchased and reimbursed will be property of the College.

### **Inclement Weather/Emergency Situations – Employees Working Remotely**

For the duration of this agreement, when the Administration closes the physical campuses the college as a whole will close - including remote work. All classes, events, and activities - whether in person or online - will be canceled. Employees working remotely shall not lose pay as a result of a college closure.

Employees who are designated responders as defined by Article 3, Section 7 of the collective bargaining agreement will be paid in accordance with the provisions in Article 3, Section 7, if they are required to report to campus.

### **Paid Leave**

Employees who self-identify as 'high risk' for coronavirus in accordance with CDC guidelines and/or the Oregon Health Authority and Clackamas County Public Health shall not be required to report for on-campus duty, although the College may require verification from their treatment provider. If these employees cannot perform a telework assignment, use of paid leave will be in accordance with the collective bargaining agreement. Paid leave shall include donations from the sick leave bank.

1. The parties agree that employees who are qualified for additional paid leave under the College's COVID-19 Sick Leave Program shall have such time deducted before any accrued time is deducted from the employee's personal accounts. (See Exhibit A).

2. In the event the employees leave accounts are exhausted the bank of donated sick leave can be made available. For the duration of this agreement the amount of voluntary sick leave donation by any eligible employee under Article 9, section 70f the current collective bargaining agreement may be up to 25% of accrued sick leave over 88 hours.

### **Additional Provisions**

1. Conflicting provisions. This MOU shall supersede any conflicting provisions in the current collective bargaining agreement or past practice between the parties related to the subjects covered by this MOU for its duration.
2. In the event that the College or that local, state or federal government make changes that may further impact College employees and/or working conditions, the parties agree to review and modify this MOU as needed for the safety of all employees.
3. The parties agree that this MOU satisfies any bargaining obligation imposed by the Public Employees Bargaining Act (PECBA) ORS 243.650-243.782 regarding the decision and impact of the terms and conditions of employment that are addressed above.
4. This MOU does not establish a precedence.
5. This agreement will cease with the adoption of a ratified successor to the agreement between the parties that expires on June 30, 2023.

### **Clackamas Community College Association of Classified Employees OEA/NEA**

*Kelly White*

**Kelly White, President**

12/28/2022

**Date**

*Becky Fidler*

**Becky Fidler, Bargaining Chairperson**

12/29/22

**Date**

Clackamas Community College



12/29/2022

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Jeff Shaffer, Interim Vice President, Finance, Operations & Strategic Partnerships

Date

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Melissa Richardson, Chief Human Resources Officer

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Date

## **COVID-19 Sick Leave Program**

### **Purpose**

The COVID-19 Sick Leave Program supports a healthy college community by granting employees additional sick time to cover time away from work due to their own experience of COVID-19 or the need to care for a family member impacted by COVID-19.

### **Eligibility**

All full-time and part-time employees who have been employed at least 30 days are eligible for COVID-19 Sick Leave.

To be eligible for COVID-19 Sick Leave based on their own experience, the employee must:

- Be in quarantine due to a COVID-19 exposure; OR
- Be in isolation due to COVID-19 symptoms; OR
- Have been diagnosed with COVID-19.

To be eligible for COVID-19 Sick Leave to care for a family member:

- The employee must be caring for an individual who is subject to a quarantine or isolating due to COVID-19: OR
- The employee is caring for a son or daughter because the school or place of care for the son or daughter has been closed, or the childcare provider of their son or daughter is unavailable due to COVID-19.

### **Benefit**

COVID-19 Leave is a one-time benefit of up to of two weeks of sick leave. The total amount of sick leave hours granted under the Program is based on two weeks of an employee's regular work hours up to a maximum of 80 hours:

- Full-time employees may be entitled to up to 80 hours of paid sick time at their regular rate of pay.
- Part-time employees may be entitled to the number of hours that the individual works over a two-week period at their regular rate of pay.
- COVID-19 Sick Leave cannot be taken intermittently.

## Program Guidelines

- The COVID-19 Sick Leave Program will be in effect from January 1, 2021 until the parties adopt and ratify a successor to the bargaining agreement that expires on June 30, 2023.
- COVID-19 Sick Leave time will be utilized prior to the use of an employee's accrued sick leave, vacation, or personal leave to cover eligible COVID-19 related absences.
- Employees wishing to access COVID-19 Sick Leave should submit a [Service Desk ticket](#).
- Employees requesting COVID-19 Sick Leave may be required to provide documentation of their need to take leave.