



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

**July 1, 2023 – June 30, 2026**

## Table of Contents

<b>PREAMBLE</b> .....	<b>6</b>
<b>ARTICLE 1. RECOGNITION</b> .....	<b>7</b>
<b>ARTICLE 2. ASSOCIATION SECURITY</b> .....	<b>8</b>
SECTION 1. CLASSIFIED EMPLOYEE INFORMATION.....	8
SECTION 2. DUES.....	8
SECTION 3. ACTIVITIES .....	9
<b>ARTICLE 3. HOURS OF WORK</b> .....	<b>13</b>
SECTION 1. WORK WEEK.....	13
SECTION 2. ALTERNATE AND HYBRID WORK SCHEDULES.....	13
SECTION 3. NOTICE OF SCHEDULE/SHIFT CHANGE .....	14
SECTION 4. SUMMER WORK SCHEUDLE.....	14
SECTION 5. REST PERIODS .....	15
SECTION 6. LUNCH PERIODS.....	15
SECTION 7. SHIFT DIFFERENTIALS .....	15
SECTION 8. OVERTIME.....	15
SECTION 9. COMPENSATORY TIME.....	16
SECTION 10. HOLIDAY PAY/PAY FOR HOLIDAYS WORKED .....	16
SECTION 11. ON-CALL AND CALL-IN PAY .....	17
SECTION 12. PAY FOR COLLEGE CLOSURES/LATE STARTS DUE TO INCLEMENT WEATHER/ER.....	17
SECTION 13. HAZARD PAY .....	18
SECTION 14. MULTILINGUAL PAY.....	18
SECTION 15. PAY FOR TRAINING .....	19
SECTION 16. CELL PHONE STIPEND .....	19
SECTION 17. PAY FOR REVIEW OF ELECTRONIC COMMUNICATION.....	19
SECTION 18. RELEASE TIME FOR SERVICE ON COLLEGE COMMITTEES .....	19
<b>ARTICLE 4. WORKING CONDITIONS</b> .....	<b>21</b>
SECTION 1. WORK RULES AND EXISTING CONDITIONS .....	21
SECTION 2. SAFETY AND HEALTH .....	21
SECTION 3. UNIFORMS AND PROTECTIVE CLOTHING.....	21
SECTION 4. DISCRIMINATION-FREE WORK PLACE.....	22
SECTION 5. SUBCONTRACTING.....	23
SECTION 6. ELECTRONIC SURVEILLANCE .....	23
<b>ARTICLE 5. SENIORITY</b> .....	<b>24</b>
SECTION 1. BREAK-IN-SERVICE.....	24
SECTION 2. LAYOFF PERIOD .....	24
SECTION 3. BRIDGING RULES.....	24
<b>ARTICLE 6. LAYOFF/REDUCTION-IN-FORCE/RECALL</b> .....	<b>25</b>
SECTION 1. LAYOFF/REDUCTION-IN-FORCE .....	25
SECTION 2. PROCESS FOR THE EXERCISE OF BUMPING RIGHTS.....	25
SECTION 3. BENEFITS CONTINUATION FOR LAID OFF CLASSIFIED EMPLOYEES .....	27
SECTION 4. RECALL.....	27
<b>ARTICLE 7. CLASSIFIED EMPLOYEE CATEGORIES</b> .....	<b>29</b>
SECTION 1. PROBATIONARY CLASSIFIED EMPLOYEES.....	29

SECTION 2. LEAD PERSON/TEAM LEADER .....	30
SECTION 3. DESIGNATED RESPONDERS.....	32
SECTION 4. TEMPORARY EMPLOYEE.....	32
SECTION 5. PART-TIME EMPLOYEE.....	33
SECTION 6. INDEPENDENT CONTRACTOR .....	33
<b>ARTICLE 8. POSITION VACANCIES, SELECTION, RECLASSIFICATION .....</b>	<b>34</b>
SECTION 1. POSITION VACANCIES .....	34
SECTION 2. NEW CLASSIFIED EMPLOYEE SALARY PLACEMENT.....	34
SECTION 3. PROMOTION .....	34
SECTION 4. LATERAL TRANSFER .....	35
SECTION 5. MANAGEMENT TRANSFER .....	36
SECTION 6. REDUCTION IN SALARY GRADE.....	36
SECTION 7. SELECTION FOR LEAD ASSIGNMENT.....	36
SECTION 8. WORKING OUT-OF-CLASS.....	36
SECTION 9. ASSOCIATION REPRESENTATION ON ADMINISTRATIVE SEARCH COMMITTEES .....	36
SECTION 10. RECLASSIFICATIONS .....	37
<b>ARTICLE 9. HOLIDAYS .....</b>	<b>39</b>
SECTION 1. OBSERVED HOLIDAYS .....	39
SECTION 2. FORFEITURE OF OBSERVED HOLIDAYS.....	39
<b>ARTICLE 10. VACATION LEAVE .....</b>	<b>41.</b>
SECTION 1. VACATION LEAVE ACCRUAL.....	41
SECTION 2. VACATION CASH-OUT .....	41
SECTION 3. REQUESTS FOR VACATION LEAVE.....	41
<b>ARTICLE 11. LEAVES OF ABSENCE .....</b>	<b>43</b>
SECTION 1. SICK LEAVE.....	43
SECTION 2. PERSONAL LEAVE.....	44
SECTION 3. FAMILY MEDICAL LEAVE .....	45
SECTION 4. PARENT'S EXTENDED PREGNANCY LEAVE .....	45
SECTION 5. BEREAVEMENT LEAVE.....	46
SECTION 6. JURY DUTY .....	46
SECTION 7. MILITARY LEAVE .....	46
SECTION 8. ASSOCIATION LEAVE.....	47
SECTION 9. PROFESSIONAL DEVELOPMENT LEAVE .....	47
SECTION 10 EDUCATIONAL LEAVE .....	48
<b>ARTICLE 12. WAGES AND BENEFITS .....</b>	<b>49</b>
SECTION 1. SALARY.....	49
SECTION 2. STEP ADVANCEMENT .....	49
SECTION 3. DESCRIPTION OF BENEFITS .....	50
SECTION 4. TUITION .....	53
SECTION 5. PERS/OPSRP PICK-UP.....	54
SECTION 6. PAYROLL .....	54
<b>ARTICLE 13. PERSONNEL FILES .....</b>	<b>56</b>
SECTION 1. CLASSIFIED EMPLOYEE REVIEW .....	56
SECTION 2. NEGATIVE AND DISCIPLINARY MATERIAL .....	56
SECTION 3. CONFIDENTIAL AND INVESTIGATION FILES .....	57
SECTION 4. ADDED MATERIAL .....	57

<b>ARTICLE 14. RETIREMENT .....</b>	<b>58</b>
SECTION 1. EARLY RETIREMENT .....	58
SECTION 2. RETIREMENT .....	59
<b>ARTICLE 15. PERFORMANCE EVALUATION.....</b>	<b>60</b>
SECTION 1. PERFORMANCE EVALUATION FORM .....	60
SECTION 2. PERFORMANCE EVALUATION CYCLES .....	60
SECTION 3. PREPARATION FOR THE PERFORMANCE EVALUATION .....	60
SECTION 4. THE PERFORMANCE EVALUATION MEETING.....	60
SECTION 5. CLASSIFIED EMPLOYEE COMMENTS .....	61
SECTION 6. LEAD PERSON/TEAM LEADER .....	61
SECTION 7. GRIEVANCES .....	62
<b>ARTICLE 16. DUE PROCESS RIGHTS AND TERMINATION FOR JUST CAUSE.....</b>	<b>63</b>
SECTION 1. JUST CAUSE.....	63
SECTION 2. CAUSES FOR DISCIPLINARY ACTION .....	63
SECTION 3. STEPS IN THE DISCIPLINARY PROCESS.....	64
SECTION 4. FURTHER ACTION .....	65
SECTION 5. APPEAL .....	65
SECTION 6. ADMINISTRATIVE LEAVE .....	65
<b>ARTICLE 17. GREIVANCE PROCEDURES .....</b>	<b>66</b>
SECTION 1. PURPOSE.....	66
SECTION 2. DEFINITIONS .....	66
SECTION 3. PROCESS.....	66
SECTION 4. AUTHORITY OF THE ARBITRATOR .....	68
SECTION 5. ASSOCIATION REPRESENTATIVES .....	68
SECTION 6. COLLEGE/ASSOCIATION GRIEVANCE MEETINGS .....	69
SECTION 7. TIME LIMITS.....	69
SECTION 6. EXPENSES .....	69
SECTION 6. GENERAL PROVISIONS.....	69
<b>ARTICLE 18. GENERAL PROVISIONS .....</b>	<b>71</b>
SECTION 1. PLEDGE AGAINST COERCION.....	71
SECTION 2. CONFORMANCES WITH LAW .....	71
SECTION 3. FUNDING.....	71
<b>ARTICLE 19. MANAGEMENT RIGHTS .....</b>	<b>72</b>
<b>ARTICLE 20. NO STRIKES OR LOCKOUTS.....</b>	<b>73</b>
<b>ARTICLE 21. SAVIINGS CLAUSE .....</b>	<b>74</b>
<b>ARTICLE 22. DURATION OF AGREEMENT .....</b>	<b>75</b>
<b>APPENDIX A. CLASSIFIED SALARY SCHEDULE 2023-24 .....</b>	<b>76</b>
<b>APPENDIX B. CLASSIFIED SALARY SCHEDULE 2024-25 .....</b>	<b>77</b>
<b>APPENDIX C. CLASSIFIED SALARY SCHEDULE 2025-26 .....</b>	<b>78</b>
<b>APPENDIX D: GLOSSARY .....</b>	<b>79</b>



# **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, 2023 to June 30, 2026**

## **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)

## **Article 2. ASSOCIATION SECURITY**

### **Section 1. Classified Employee Information**

#### **A. New Classified Employees and Change of Employee Status**

The names of all new classified employees shall be furnished to the Association within the first ten (10) 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) for all classified employees.

#### **B. Classified Employee List**

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

### **Section 2. Dues**

#### **A. Dues Deduction Authorization**

Classified employees may authorize payroll deductions for the purpose of paying Association dues and assessments. The Association will notify the College of classified employees 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 classified employee 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 increase.

OEA/NEA dues shall be deducted monthly in an amount certified by the Association, and the aggregate deductions of all classified 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 (10<sup>th</sup>) 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 classified 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 classified employee 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 classified employees covered by this Agreement at its effective date, or who become classified employees 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 classified 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, classified employee mail boxes, and e-mail to communicate with classified 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 classified employee's work schedule.

#### **E. Release Time for Association Activities**

The College agrees that classified employees 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. Classified employees 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.

#### **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 classified 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**

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.

The elected Association President will meet with their Department Head and/or Dean and a representative of Human Resources at the beginning of their presidency, no later than July 15, to determine the best method for backfilling their duties, as needed. This may include, but is not limited to, the use of contract employees or the use of part-time employees, if feasible, or overtime hours, if appropriate. The College and the Association agree that the Association President and designees shall have up to 16 hours per week working on the items listed above and other duties relating to the administration of this Agreement. All release time shall be documented and provided to the supervisor(s) on a monthly basis.

## **K. New Classified Employee Orientation**

Representatives of the Association will be invited to New Employee Orientation (NEO) for the purpose of speaking to new classified employees about the Association. New Employee Orientations shall be in hybrid format with participants attending either in-person/on-campus or virtually.

Attendance at New Employee Orientation is mandatory. Communications to attendees will indicate attendance is mandatory and encourage in-person attendance. The Association will be provided with at least 30 minutes to speak with new classified employees at NEO. Classified employees will be paid by the College for the time spent meeting with the Association.

The Association shall be provided with a list of classified employees who attended NEO within 10 working days of the NEO. In the event that new classified employees do not attend a NEO within their first three months of employment, the Association and the classified employee will be provided 30 minutes of paid time to meet with the Association. The Administration will cooperate with the scheduling of this meeting, which will not interfere with the operations of the College.

## **Article 3. HOURS OF WORK**

*(For additional information on Holidays, see Article 9. 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 classified employees is based on a forty (40) hour work week.

For classified 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.

“Flexing” a Work Schedule: Flexing a work schedule is the practice of allowing a one-time adjustment to a classified employee’s schedule within the same work-week. A classified employee may submit a request to their supervisor to flex their schedule. The supervisor has the right to approve or deny these requests.

### **Section 2. Alternate and Hybrid Work Schedules**

Alternate and hybrid work schedules are benefits that are not suitable for all classified employees or positions. Such schedules will only be granted in instances where they will not disrupt the delivery of services or negatively impact a classified employee’s or department’s work performance.

Classified employees may request an alternate work schedule, hybrid work schedule or combined alternate work schedule and hybrid work schedule at any time.

Requests for alternate and/or hybrid work schedules must be approved by the classified employee’s supervisor prior to implementation and in accordance with the notice requirements established in Section 3 of this Article.

#### **A. Alternate Work Schedule**

An alternate work schedule is any work schedule that allows a classified employee to work their required schedule outside of the College’s regular business hours which are Monday to Friday, 8:00am to 5:00pm.

A four-ten work week (4/10) is an alternate work schedule where an individual or entire department works four (4) days a work week for ten (10) hours per day.

Classified employees working a 4/10 work week schedule whose regular scheduled day off falls on a holiday listed in **Article 9, Holidays** will observe the holiday by taking an alternate day off in the same work week the holiday is observed.

## **B. Hybrid Work Schedule**

A hybrid work schedule is a schedule where a classified employee works a part of their work schedule on campus and a part of their work schedule at a remote location.

Hybrid work schedules shall reflect the needs of the department and the students.

## **C. Equipment and Supplies for Classified Employees Working Remote**

To the extent available, the College will allow classified employees working remotely to use the college equipment and supplies needed to perform their job duties. If the classified 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.

### **Section 3. Notice of Schedule/Shift Change**

Unless mutually agreed by the classified 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 to established classified employee work schedules 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 classified employee 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, a shift may be split over two days to accommodate the needs of a department.

### **Section 4. Summer Work Schedule**

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 classified 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. Classified 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.

Classified 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 classified employees are required to work will be based on a thirty-six (36) hour week.

During the designated nine (9) hour day period, those classified employees scheduled to work more than thirty-six (36) hours per week will receive equivalent time off, in the form of additional days off.

## **Section 5. Rest Periods**

All classified 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 6. Lunch Periods**

Classified 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 College Safety, which include paid lunch periods.

## **Section 7. Shift Differentials**

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 College 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 College Safety, which include paid lunch periods. Classified 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 College Safety, which include paid lunch periods. Classified employees who work the graveyard shift shall receive a six percent (6%) per hour shift differential in addition to their regular rate of pay.

## **Section 8. Overtime**

Eligibility for Overtime: Eligible classified 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 for the calculation of overtime.

Assignment of Overtime: All overtime must be assigned and/or pre-approved by the classified employee's supervisor. The classified 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 classified employees do not accept overtime on a voluntary basis or in the event of any emergency, such additional classified employees as are deemed necessary by the College may be required to work overtime. Except in the event of an emergency, classified employees will be given three

(3) working days' advance notice of required overtime. Classified employees who work overtime shall be paid time and one-half (1½) based on their regular rate of pay.

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

### **Section 9. Compensatory Time**

A classified employee may elect to receive compensatory time off in lieu of overtime pay at the rate of time and one-half (1½) of the classified 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 a classified employee is normally scheduled to work.

Classified employees may have a total of eighty (80) hours of compensatory time at any given time. Classified employees may request a one-time cash-out of their compensatory time paid on the last pay day of the fiscal year. Requests to cash-out compensatory leave balances must be received no later than June 10<sup>th</sup> of each year.

All compensatory time earned and taken will be recorded on the classified employee's timesheet.

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

### **Section 10. Holiday Pay/Pay for Holidays Worked**

Should any of the holidays established in **Article 9, Holidays**, fall on a Sunday, the holiday will be observed on the following Monday. Should any of the holidays established in **Article 9, Holidays** fall on a Saturday, the holiday will fall on the prior Friday.

If a classified employee works on the day any of the holidays established in **Article 9, Holidays** are observed, the classified employee will receive holiday pay for their scheduled work hours and be paid time and one-half (1½) the classified employee's regular rate of pay for all hours worked.

Employees who work less than full-time shall receive pro-rated holiday pay.

With the exception of College Safety employees, no classified employee will be required to work after 7:00 p.m. on New Year's Eve, unless in the event of an emergency 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 11. On-Call and Call-in Pay**  
**(See also Article 7. Employee Categories, Section 3. Designated Responders)**

**A. On-Call**

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

On-call classified 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 classified employees will be on-call. The College shall provide classified employees with a cell phone, pager, or cell phone stipend of twenty-five (\$25) dollars/month for the duration of the period the classified employee is on-call.

**B. Call-in Pay**

A classified employee who is called-in to work at a time when that classified 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 classified 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. Classified employees will not receive on-call pay while they are receiving call-in pay.

A classified employee does not need to be on-call to be called-in to work. Classified 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.

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

**Section 12. Pay for College Closures/Late Starts due to Inclement Weather/  
Emergency Situations**

A. No classified employee shall work during a College closure due to inclement weather or other emergency (with emergency 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), unless they are a designated responder who has been notified by their supervisor that they are to respond and/or report to campus.

B. In the event of a late opening, classified employees shall not be required to begin work until the designated opening time and, in the event of an early closing, all classified employees shall leave work at the time of the designated closing.

All classified employees shall be compensated for the number of hours they are regularly scheduled to work during the closure period(s).

C. In addition to being compensated for the number of hours they were scheduled to work, if a classified employee is required to work during a College closure, the

classified employee shall receive pay at time and one-half (1½) of that classified employee's regular rate of pay, or compensatory time at the classified employee's discretion, for hours actually worked.

- D. If a classified employee is unable to report to work when the College is re-opened or at the designated opening time, they may have the time deducted from their accrued compensatory time, personal leave or vacation balances. If the classified employee has used all accrued time, they may then use unpaid leave.
- E. Classified employees shall not be compensated for closure time if the classified employee is not scheduled to work or if the classified employee is on any form of paid or unpaid leave.

### **Section 13. 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 classified 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 14. 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. Classified employees are eligible for a monthly stipend of \$200 if the classified employee is required to use another language as designated by the College. Classified 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 classified employee's final month.
- C. The stipend for multilingual pay is available to classified employees in a position designated by the college as requiring multilingual skills. Initial assessment of the classified employee's language proficiency is at the College's discretion.
- D. It is the responsibility of the classified employee to keep their skills current. The College reserves the right to periodically re-evaluate a classified employee's language proficiency.
- E. Those classified 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.

## **Section 15. Pay for Training**

The College acknowledges its obligation to provide for training to classified employees to ensure their continued success at the College. As a matter of courtesy, supervisors will work with their classified employees to schedule completion of required trainings.

Whenever the College requires a classified employee to attend training or educational activities, the classified 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 12, Wages and Benefits, Section M. Professional and Personal Development.**

## **Section 16. Cell Phone Stipend**

When a supervisor requires a classified employee to use their personal cell phone for College related business purposes, the classified 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.

## **Section 17. Pay for Review of Electronic Communication**

The parties acknowledge that classified 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 classified employee's work responsibilities are considered compensable for hourly classified employees. De minimis time or reviewing and responding to items that are not part of a classified 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. A classified 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 18. 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.

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 holds a College-wide meeting or event, it will be the responsibility of the immediate supervisor to allow as many classified employees 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.

## **Article 4. WORKING CONDITIONS**

### **Section 1. Work Rules and Existing Conditions**

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

Unless mutually agreed by the classified 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 classified employee 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 2. Safety and Health**

The College and its classified 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 classified employees so classified employees will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. Classified employees 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.

Classified 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 a classified employee from submitting a complaint to Oregon OSHA or from exercising any other rights under federal or state law relating to safety. No classified employee shall suffer retaliation from making such a report.

### **Section 3. Uniforms and Protective Clothing**

If any classified 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 classified employee by the College. Uniforms will be replaced when they detract from the appearance of the classified employee or every other year starting from the date of issuance. Management shall have available a

minimum of three (3) complete sets of rain gear in the Campus Services' supervisor's office to be checked out as needed.

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

#### **Section 4. Discrimination-Free Work Place**

The Association and the College agree that the maintenance of a safe and healthy work environment includes the expectation that all classified 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 a classified employee, the Chief Human Resources Officer shall conduct a thorough investigation.

##### **A. Non-Discrimination**

The College prohibits discrimination and harassment on any basis protected by law, including but not limited to an individual's perceived or actual race, color, national or ethnic origin, religion, sex, age, mental or physical disability, pregnancy, familial status, economic status, veterans' status, sexual orientation, gender identity or marital status, or because of the perceived or actual race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veterans' status of any other persons with whom the individual associates. This policy prevails in matters concerning staff, students, the public, educational programs and services and individuals with whom the College does business. The College prohibits discrimination and harassment, whether intended or unintended, in, but not limited to, educational opportunities and services offered students, including housing and financial assistance; admissions; student assignment to classes; student discipline; employment, assignment and promotion of employees; location and use of facilities; educational offerings and materials; and accommodating the public at public meetings.

##### **B. Sex Based Discrimination/Misconduct**

The College is committed to the elimination of sex-based discrimination and/or misconduct in its programs, admissions, services and intercollegiate activities. Sexual harassment, sexual assault, domestic violence, dating violence, and stalking by or of students, employees, Board members or third parties is strictly prohibited and will not be tolerated.

Any classified employee who experiences sexual harassment or who has questions about sexual harassment should contact the Office of Human Resources for support.

### **Section 5. Subcontracting**

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 classified 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 classified employees.

### **Section 6. 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 classified 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.

## **Article 5. SENIORITY**

Seniority shall be defined as the length of a classified employee's continuous service within the Classified Bargaining Association of the College. Length of continuous service shall be computed from the date of hire 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. Break-in-Service**

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

- Voluntary separation from 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 the classified employee has received notification by certified mail to return except as specified in **Article 6, Layoff/Reduction-in-Force/Recall.**

### **Section 2. Layoff Period**

Seniority shall not accumulate during a period of layoff.

### **Section 3. Bridging Rules**

When a classified employee whose continuous service has been broken for any reason other than a layoff, is re-hired, that classified employee will be considered a new classified employee.



## **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 employees.

### **Section 1. Layoff/Reduction-in-force**

When a layoff is imminent, the Administration will make available to the Association a seniority list showing the current position and length of continuous service of each classified employee covered by this Agreement.

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

Probationary, temporary and part-time employees filling classified positions will be laid off first.

In certain situations, it may be necessary to change the funding of classified positions from general fund to grants/bonds in lieu of eliminating the position(s). Classified employees whose positions have had their funding changed from general funds to grants/bonds will retain their membership in the Association.

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

The classified employee's supervisor will notify the classified employee subject to layoff that their position has been eliminated. The affected member may have an association representative present when the layoff notice is given.

### **Section 2. Process for Bumping Rights**

Classified employees have the right to exercise their bumping rights based on seniority provisions.

Upon receipt of a Layoff Notice, a classified employee will have ten (10) working days, if eligible, to notify the Chief Human Resources Officer (CHRO) they intend to exercise

their bumping rights. Classified employees who elect to exercise their bumping rights must submit a completed "Qualifications List" to the CHRO at the time they provide their notification to elect to exercise their bumping rights.

Classified employees who do not notify the Chief Human Resources Officer of their intent to exercise their bumping rights within ten (10) working days will waive all bumping rights. A classified employee's waiver of bumping rights will have no effect on the classified employee's recall rights.

In the event a classified employee elects to exercise their bumping rights:

- The Chief Human Resources Officer will review the qualifications submitted by the classified employee who has elected to exercise their bumping rights to determine if that classified employee meets the minimum selection criteria for the position held by the least senior classified employee within the same salary grade.
- If the affected classified 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 classified employee within the same salary grade.
- If all avenues of less senior classified employees within the same salary grade are exhausted, the process moves to the least senior classified employee at the next lower salary grade.
- This procedure shall be repeated until the least senior classified employee has been displaced, or the original affected classified employee is laid off.
- Whenever a classified employee exercises their bumping rights and that action results in another classified employee being bumped out of their current position, the classified employee being bumped will also be served a Layoff Notice.

The review will be completed within ten (10) working days and the affected classified employee and the Association will be notified in writing of the results of the review.

If the classified employee disagrees with the Chief Human Resources Officer's interpretation of qualifications, the classified 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 the 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 within the appropriate salary grade for the position. A classified 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.

If a classified employee is not eligible and/or chooses not to exercise their right to bump as granted in this Article, they will be placed on the 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 2023-2024, B. CLASSIFIED SALARY SCHEDULE 2024-2025, Appendix C. CLASSIFIED SALARY SCHEDULE 2025-26.**

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. Benefits Continuation for Laid Off Classified Employees**

The College will continue to provide insurance benefits for all laid-off classified employees, equal to the amount being provided at the time of layoff, for a period of three (3) months after the layoff date. Laid off classified employees may elect to receive a lump-sum payment equal to the employer cost of maintaining benefits in lieu of the continuation of insurance benefits. Requests for lump-sum payment must be received prior to the classified employee's last day of work. Lump-sum payments are subject to applicable taxes and deductions.

The College will continue to provide laid off classified employees a waiver for tuition to Clackamas Community College classes for 3 terms after the layoff date.

### **Section 4. Recall**

A Recall List will be created comprised of members who:

- Have been laid off;
- Are not eligible to bump;
- Chose not to exercise their bumping rights; or
- Who were bumped from their current position by another classified employee.

Classified employees will remain on the Recall List for a period of eighteen (18) months starting from the day after their layoff date.

Classified employees shall be recalled on the basis of seniority to any classified position for which they are qualified or become qualified by the date of the position opening. Laid off classified employees who reject a recall notice will forfeit their rights to recall under this Agreement.

The only exception to recall-by-seniority is that a classified 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 classified employee has been recalled to another position and the original position is reinstated, the classified employee may apply as an internal candidate.

All benefits to which a classified 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 classified employee on the Recall List who meets the minimum qualifications. If no classified employees 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 8. Position Vacancies, Selection, and Reclassification.**

## **Article 7. EMPLOYEE CATEGORIES**

### **Section 1. Probationary Classified Employees**

#### **A. Probation for Newly Hired and Rehired Employees**

New classified employees and former classified employees rehired into positions they have not previously held will be on probation 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 classified 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 classified employees are not eligible to vote or hold office until their probation, and extension if applicable, is completed.

Absences of probationary classified employees shall constitute an interruption of continuous service. Such absences will be added to the probationary classified 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 newly hired classified employee 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 classified employee's performance and determine the appropriateness of the hire. Probationary classified 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 classified employee who is not meeting performance expectations will be given a performance improvement plan 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, and/or terminate any probationary classified employee at any time for any cause. Probationary classified employees shall have no recourse to the Grievance Procedure of this Agreement in matters relating to layoff, discipline, or termination, but may grieve other alleged violations of this Agreement.

Probationary classified employees may not apply for transfer to a new position during the internal application period. If a probationary classified 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 classified employees shall be entitled only to those benefits as defined in **Article 9. HOLIDAYS, Article 11. Leaves of Absence, and Article 12. Wages and Benefits, Section 3. Description of Benefits (a-l), and Section 4. Tuition Waiver.** Said benefits are to begin the first day of the month after the classified employee's date of hire.

If the classified employee is retained beyond the probationary period, that classified employee shall immediately thereafter be classified as a regular classified employee, with appropriate seniority and accumulated vacation hours commencing retroactively as of the date of hire.

No later than two (2) weeks prior to the completion of probation, probationary classified 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.

#### **B. Trial Period for Promoted Classified Employees**

The trial period for classified employees receiving a promotion consists of ninety (90) days from the appointment date to the new position. If the classified employee does not satisfactorily fulfill the duties of the job during the trial period, such classified employee will be returned to their previous job classification.

#### **C. Trial Period for Classified Employees Accepting a Lateral Transfer**

The trial period for a classified employee accepting a lateral transfer to a position in the same salary range consists of (90) days from the appointment date for the new position. If the classified employee does not satisfactorily fulfill the duties of the job during the trial period, the classified employee will be returned to their previous job classification

### **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 classified 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 classified employees.

**B. The basic characteristics of the lead person/team leader assignment are:**

- The classified 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. Lead Assignments**

- Performance of the lead person/team leader responsibilities shall be included in the evaluation of the classified employee's overall performance.
- Removal of a person from the lead assignment will be in writing to the classified 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 classified 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 classified employee removed from a lead assignment due to reorganization, or other reasons not related to performance, will be frozen until the pay grade reaches the classified employee's existing rate of pay.
- The salary for a classified employee removed from a lead assignment due to performance issues or voluntary termination of lead assignment will be at the grade and step the classified employee would have been on had they not served in the lead assignment.

**D. Temporary Lead Assignments**

- Temporary Lead assignments will be a minimum of thirty (30) days.

- A classified employee may decline temporary lead person role responsibilities without affecting their existing status.
- For the duration of the temporary lead assignment, the classified 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 classified employee's overall performance. This does not preclude the supervisor from providing feedback to the classified employee about the performance of these duties.
- Removal of a classified employee from the temporary lead assignment will be in writing to the classified 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 classified 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 classified employee removed from a temporary lead assignment will be at the grade and step the classified employee would have been on had they not served in the lead assignment.

### **Section 3. Designated Responders**

Designated responders are classified 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 classified 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 classified employee's 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, Section 11. 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. The Association President will be notified, in writing, whenever a temporary assignment is expected to extend beyond the six (6) month period.



## **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. The Association President will be notified, in writing if the need arises for a part-time employee to work over the maximum allowed hours for longer than six (6) months

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.

## **Article 8. POSITION VACANCIES, SELECTION AND RECLASSIFICATION**

### **Section 1. Position Vacancies**

All full-time bargaining unit job openings will be posted internally for a minimum of eight (8) calendar days prior to external advertising.

All regular, non-probationary classified employees may apply for any open College position(s).

Application will be made via the Office of Human Resources. Internal candidates who meet the minimum qualifications will be granted an interview.

If a candidate is not selected, they have the right to request a written explanation as to why they were not selected from the hiring manager.

### **Section 2. New Classified Employee Salary Placement**

The Chief Human Resources Officer shall be the decision-making authority when placing new classified 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 newly hired classified employee appropriately in relation to incumbents doing the same job in the same department.

If a newly hired classified employee is placed at a higher step than current classified employees 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 classified employees 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 newly hired classified employee. The criteria and plan for this will be mutually agreed to by the immediate supervisor and the classified employee.

### **Section 3. Promotion**

A promotion is defined as a classified employee being selected for a position in a higher salary grade. A classified employee who is promoted will receive a minimum of a six percent (6%) increase to their base wage or the minimum salary rate established for the

position in the higher salary grade, whichever is greater. Promoted classified employees will serve a trial period accordance with **Article 7, Employee Categories, Section 1B.**

#### **Section 4. Lateral Transfer**

A lateral transfer is defined as a classified employee applying and being selected for a different position within the same salary grade as their current position.

A classified employee accepting a lateral transfer to a different position in the same salary grade will maintain their current salary and fulfill a trial period in accordance with **Article 7, Employee Categories, Section 1C.**

#### **Section 5. Management Transfer**

For budgetary or re-organizational purposes, the Administration may transfer a classified employee into a vacant College position in lieu of a Reduction-in-Force. 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 management transfer, prior to notice to the impacted classified employee. The parties shall meet to discuss the decision and propose alternatives to the College's plans for implementation.

##### **2. Notice to Classified Employees**

After the Association has been notified, the classified employee shall receive written notice at least thirty (30) calendar days prior to the management 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**

Classified employees involuntarily transferred will be provided with meaningful training and orientation to the position, consistent with **Article 3, Hours of Work, Section 15.**

##### **4. Salary Changes for Management Transfer**

When a transfer results in a change in salary grade, a classified employee who is transferred will receive a minimum of a six percent (6%) increase to their base wage or the minimum salary rate established for the higher salary grade, whichever is greater.

If the new salary grade is lower than the classified employee's current grade there shall be no reduction in the classified employee's current salary. In those cases, in which the classified 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 classified employee will be considered topped out at the salary grade. The classified employee shall continue to be paid the current salary until such time as the salary grade catches up with the current salary. Once the new salary grade catches up with the current salary, the classified employee will resume bargained salary increases at scheduled times.

## **Section 6. Reduction in Salary Grade**

A salary grade reduction is defined as a classified employee moving from a position in one salary grade into another position in a lower salary grade. The salary for a classified employee moving to a position in a lower salary grade will be the step closest to the classified employee's current position in the lower salary grade.

## **Section 7. Selection for Lead Assignment**

### **A. Selection 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 a classified employee for the assignment.

A classified employee selected for a lead person/team leader assignment must be past the probationary period.

The classified employee may decline lead person role responsibilities without affecting their existing status.

### **B. Selection 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 a classified employee for the position.

A classified employee selected for a temporary lead person/team leader assignment must be past the probationary period.

## **Section 8. Working Out-of-Class**

Classified employees temporarily assigned by the College to assume a significant portion of the duties and/or responsibilities of a position in a higher salary 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 salary grade, whichever pays the greater amount for the remainder of the assignment. At the conclusion of temporary assignment, the salary will be at the grade and step the classified employee would have been on had they not been given the temporary assignment.

## **Section 9. Association Representation on Administrative Search Committees**

Association representation will be required for Administrative search committees at the Associate Dean level and above. Association representation is requested for director

level searches, if the position directly supervises classified employees. Selection of classified employees to fill the representative positions will be made by the Association, with agreement from the Search Committee Chair(s).

## **Section 10. Reclassifications**

### **A. Purpose:**

The purpose of the reclassification process is to review positions for appropriate placement on the salary schedule. Classified employees 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 reorganization, classification review requests can be submitted by the classified 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 classified employee evaluation process.

### **B. Process:**

1. Either a classified employee or supervisor may initiate the classification review process with Human Resources.
2. Human Resources will have a formal meeting with the supervisor(s), including the Dean, and/or classified employee(s) to discuss the work assignments and determine if the job has or will change sufficiently enough to warrant a review of classification.
  - If it is determined that some assignments currently performed by the classified employee are clearly outside of the classified 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 classified employees share, all classified employees under that job description will be notified.
  - 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.
  - If it is determined that a classification review is warranted, a request for classification review form must be completed.
3. The form must be signed by the affected classified 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.
  4. Human Resources will review classification review requests and, if necessary, meet with the classified employee(s) and supervisor(s) to clarify unclear, inaccurate, or ambiguous data. Once the form is determined to be complete, the classified employee(s) will be notified.
  5. Human Resources will meet with the classified employee(s) and supervisor(s) to review the resulting job description and pay grade. If pay is impacted, payroll change forms will be completed and turned in within three business days.
    - 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.
    - If the salary grade of the position is decreased, the classified employee's salary will be frozen until the new pay grade reaches the classified employee's existing rate of pay.

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

### **C. Appeal:**

A classified employee may make an appeal to the Vice President of Finance and Operations 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 9. HOLIDAYS

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

### Section 1. Observed Holidays

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

Holiday	
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
The Working Day Before or After Christmas	TBD
Christmas Day	December 25 <sup>th</sup>
New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May

- Regular and probationary classified employees shall be paid for each of the holidays set forth above.
- Observation of these holidays will be determined by the academic calendar. Days designated as "closed to the public" on the academic calendar are working days.
- If the college releases classified employees early before a holiday, classified employees required to stay at work will be granted compensatory time to be used on another day.
- Any classified employee who is on paid leave when a holiday is observed, will receive holiday pay for said holiday.

### Section 2. Forfeiture of Observed Holidays

A classified employee shall forfeit holiday pay under the following conditions:

- A. The classified employee fails to report to work or to give notice that they will not be at work the day prior to and/or after the holiday.
- B. The classified employee intends to separate from the College and their last day falls on a holiday. In order for a separating classified employee to receive holiday pay, the classified employee must work one (1) day following the holiday.

Exceptions may be made by the Chief Human Resources Officer.

- C. The holiday(s) occurs when a classified employee is serving an unpaid suspension or other disciplinary action.
- D. The classified employee is on leave without pay with the following exceptions:
  - Unpaid sick leave which continues for less than two (2) weeks' duration.
  - Unpaid leave which continues for one (1) month or less for eleven (11) month classified employees.



## **Article 10. VACATION LEAVE**

### **Section 1. Vacation Leave Accrual**

Classified employees will accrue vacation leave according to the following schedule:

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

- 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 accrued vacation leave can be carried over from one (1) fiscal year to the next.
- Accrued vacation leave in excess of two-hundred twenty-four (224) hours will be lost as of June 30 of each year.
- A classified employee who separates from the College for any reason will be paid out their vacation leave balance.

### **Section 2. Vacation Cash-Out**

Classified employees with more than two-hundred (200) hours of accrued vacation leave as of April 19 of each year are eligible to receive a Vacation Cash-Out.

- Accrued vacation in excess of two-hundred (200) hours can be cashed out in increments of eight (8) hours, up to a maximum of forty (40) hours.
- Eligible classified employees should submit requests for Vacation Cash Outs via NEOGOV eForms by May 10.
- Vacation Cash Outs will be paid no later than May 31.

### **Section 3. Requests for Vacation Leave**

Classified employees are able to take vacation leave on a first-come, first-served basis within their departments. A classified employee requesting vacation leave does not need to disclose the purpose of the vacation leave.

Requests for vacation leave should be given to supervisors two or more weeks in advance. Classified employees should be given 30 days advanced notice of a planned vacation blackout period. Vacations approved prior to the notice of a vacation black-out period will be allowed except in extenuating circumstances.

If there is a vacation scheduling conflict between two classified employees, the senior classified employee shall have first choice, provided they submitted their request for vacation forty-five (45) calendar days prior to the commencement of the vacation. The

forty-five (45) day period is only for the purpose of preserving the classified employee's seniority right to vacation scheduling and does not imply that vacation time must be requested forty-five (45) days in advance.

Supervisors denying vacation leave requests should do so within five (5) days of the classified employee's submittal of the request.

The length of a vacation leave will only be limited if it impedes on the operational goals of the college.

## Article 11. 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.

### Section 1. Sick Leave

Full-time classified employees shall accrue sick leave at the rate of eight (8) hours for each month worked. Less than full-time classified employees will receive a prorated accrual, based on their FTE.

Sick leave may be used when a classified employee is unable to work due to personal illness, injury or pregnancy, or when a classified employee has an appointment for medical, dental, or optical care. Sick leave may also be used when a classified employee has to care for an ill or injured family member or for the classified employee to attend medical, dental, or optical appointments for a family member.

Sick leave accrues from the classified employee's date of hire and accrues without limit.

Sick leave may be used as soon as it is earned and will be charged in fifteen (15) minute increments.

Medical Certification: If a classified employee utilizes sick leave more than five (5) consecutive days, or if a pattern of absences occurs which becomes problematic, the College may require the classified employee to provide a 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 classified employees who are required to provide a medical certification.

Sick Leave Donation: Classified employees with a minimum of eighty-eight (88) hours of accumulated sick leave may donate up to ten percent (10%) of their sick leave balance each pay period to any classified employee(s) who has exhausted all of their leave (sick leave, personal leave, vacation time and/or compensatory time) due to absences resulting from illness, injury, or the medical condition of the classified employee or the classified employee's family member(s).

The Association will notify classified employees when sick leave donation is needed. Classified employees wishing to donate sick leave should submit a Service Desk ticket to Human Resources. Sick leave donation is voluntary and the personal decision of each eligible classified employee.

Classified employees who are separating from the College for any reason cannot donate their accumulated sick leave.

Workers' Compensation: The College agrees to maintain Workers' Compensation Insurance with benefits at least equal to the benefits provided by the State Accident Insurance Fund.

Classified employees may choose to utilize sick leave hours for absences from work due to an illness or accident not covered or compensated by Worker’s Compensation benefits. Classified employees who have utilized sick leave for a work-related illness or injury and receive Worker’s Compensation benefits for the same work-related illness or injury must reimburse the College for their paid sick leave. Reimbursed sick leave will be returned to the classified employee’s sick leave bank.

**Section 2. Personal Leave**

On July 1 of each year, all regular full-time classified employees will be granted thirty-two (32) hours of personal leave to use during the fiscal year. Classified employees who work less than full-time will receive Personal Leave prorated according to their FTE.

Except in cases of an emergency, requests 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.

Upon completion of probation, full-time classified employees will receive and be entitled to use the following number of Personal Leave hours:

<b>If Hired Any Day During the Month of:</b>	<b>Personal leave Hours Due Upon Completion of Probation</b>
July	32
August	32
September	32
October	24
November	24
December	24
January	32
February	32
March	32
April	32
May	32
June	32

Upon completion of probation, classified employees who work less than full-time will receive and will be entitled to use personal leave granted in accordance with their month-of-hire, pro-rated based on their FTE.

Nine (9) month classified employees will be treated as full-time (1.0 FTE) for purposes of Personal Leave. A nine (9) month classified 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 they complete probation in or about March. Classified employees who work less than full-time (e.g. six (6) hour/day classified employees) will be entitled to Personal Leave on a pro-rated basis.

### **Section 3. Family Medical Leave**

Family Medical Leave Laws include, but are not limited to, the federal Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA) and, effective September 3, 2023, Paid Leave Oregon.

These laws, together and separately, provide job-protection for classified employee absences under certain circumstances.

Eligible classified employees may be placed on Family Medical Leave either at the classified employee's request or at the employer's discretion.

Classified employees are required to use sick leave, compensatory time, personal leave, and/or vacation leave for Family Medical Leave absences not covered by Paid Leave Oregon and/or to "level up" or supplement income replacement benefits provided under Paid Leave Oregon.

Classified employees may not receive income replacement benefits which exceed their current salary.

Classified employees 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 leave, and vacation leave.

A classified employee's seniority, as defined by **Article 5, Seniority**, is not impacted by Family Medical Leave.

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 4. Parent's 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 a classified 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 Parent's Extended Pregnancy Disability Leave. Requests for Parent's Extended Disability Leave must be made in writing.
- C. Parent's 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 classified 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 Parent's Extended Pregnancy Disability Leave, the classified employee shall have the right to return to the same position held before going on Parent's Extended Pregnancy Disability Leave, or to an equivalent position for which that classified employee is qualified.
- E. If a classified employee is eligible for protected leave under FMLA and/or OFLA, that time would need to be exhausted before being eligible for unpaid Parent's Extended Pregnancy disability leave.
- F. All paid time-off, including sick leave, compensatory time, personal leave must and/or vacation leave be exhausted before unpaid Parent's Extended Pregnancy Disability Leave will be approved.
- G. A classified employee's seniority, as defined in **Article 5, Seniority**, is not impacted by Parent's Extended Pregnancy Disability leave.

### **Section 5. Bereavement Leave**

A classified employee shall be granted five (5) days of paid bereavement leave for each occurrence in the event of death in the family of the classified employee to make household adjustments and/or attend funeral services. If the classified employee 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**

All classified employees called for jury duty or subpoenaed as witnesses to a College-related activity shall suffer no loss of pay. Pay received for such Jury Duty will be endorsed to the College. Any payment for reimbursement of expenses shall be retained by the classified employee.

Classified employees appearing in court on their own behalf or subpoenaed as witnesses for other than a College-related activity must utilize either vacation or personal leave for the absence.

### **Section 7. Military Leave**

Military leave is granted to eligible classified 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**

Classified 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, a classified employee shall have been employed for at least six (6) months with the College before applying for paid military leave. The classified employee should not be on military leave at the time of application.

Classified 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 a classified 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.

- 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.
- “Service” means the performance of such military duty on a commission or noncommission status, and on a voluntary or involuntary basis, in a uniformed service.

#### **C. Veteran’s Day Leave**

A classified employee who is a veteran may be granted leave without pay to celebrate Veterans Day on November 11<sup>th</sup> when the College-observed Veterans Day holiday does not fall on November 11<sup>th</sup>.

### **Section 8. Association Leave**

Classified employees 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 classified employee, upon application, for the purpose of participating in exchange programs in other states, territories or countries; the Peace Corps or Missionary service of their respective religion; or cultural travel or work program related to that classified employee's institutional responsibilities; provided said classified employee states their intention to return to the College.

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

If a manager must choose between classified 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 classified 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 classified employee.

A classified employee's seniority, as defined in **Article 5, Seniority**, is not impacted by Professional Development Leave.

## **Section 10. Educational Leave**

After completing one (1) year of service, a classified 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 classified 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 classified employee when mutually agreed upon between the College and the classified 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.

Classified 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.

A classified employee's seniority, as defined by **Article 5, Seniority**, will not be impacted by Educational Leave.



## Article 12. WAGES AND BENEFITS

### Section 1. Salary

Effective July 1, 2023, the salary schedule from 2023-2024 shall be increased by 4.5% retroactive to July 1, 2023. This will be appended to the Agreement as **Appendix A. CLASSIFIED SALARY SCHEDULE 2023-2024.**

All classified employees will receive a one-time bonus equal to 2% of their annual salary on a regular payday within sixty (60) days of the ratification of the Agreement by both parties.

Effective July 1, 2024, the salary schedule from 2023-24 shall be increased by the annual increase of the Consumer Price Index (CPI) of West Region A, published in February with a floor of 3% and a ceiling of 4.5%. This will be appended to the Agreement as **Appendix B. CLASSIFIED SALARY SCHEDULE 2024-25** by May 15, 2024.

Effective July 1, 2025, the salary schedule from 2024-25 shall be increased by the annual increase of the Consumer Price Index (CPI) of West Region A, published in February with a floor of 2.5% and a ceiling of 4.5%. This will be appended to the Agreement as **Appendix C. CLASSIFIED SALARY SCHEDULE 2025-26** by May 15, 2025.

### Section 2. Step Advancement

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

Individual step advancement will occur annually as follows:

- Effective July 1, eligible classified employees not yet on step 15 will advance one step.
- If a classified 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, the classified employee will serve longer than the required one (1) year before step advancement.
- Effective July 1, classified employees at Step 15 for more than one year will be given an annual longevity bonus equal to two-point nine percent (2.9%) of their annual salary.

### **Section 3. Description of Benefits**

#### **A. Life Insurance**

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

#### **B. Long-term Disability**

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

#### **C. Accidental Death and Dismemberment**

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

#### **D. Dental Insurance**

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

#### **E. Health Insurance**

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

#### **F. Employee Assistance Plan**

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

Only statistical summary information about employee contacts will be given by the EAP provider to the College.

#### **G. Insurance Committee**

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 employees. Selection of classified employees to fill the representative positions are to be made by the Association.

## H. 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 a classified 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.

## I. 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 classified employee, the College shall deduct the balance from the classified employee's monthly salary.

	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
<b>Employee Only</b>	\$1,055	\$1,098	\$1,142
<b>Employee + Spouse/Partner</b>	\$1,877	\$1,953	\$2,031
<b>Employee + Child(ren)</b>	\$1,724	\$1,793	\$1,865
<b>Employee + Family</b>	\$2,533	\$2,635	\$2,741

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 classified employees on recess periods, prorated according to hours of employment.

## J. Health Savings Accounts

The College may elect to provide a high-deductible health plan (HDHP). A Health Savings Account (HSA) is an account a classified employee can use if they are enrolled in the High Deductible Health Plan to save and pay for qualified medical expenses now and invest for the long term. This plan is portable and all the funds in your account belong to you if you leave or retire from the College.

It is the classified employee's responsibility to determine whether they are eligible under federal guidelines to participate in this type of plan. Requirements to participate in a Health Savings Account include but may not be limited to:

- The classified employee is enrolled in single coverage in a qualified HDHP and not enrolled in dental and vision coverage;
- The classified employee is not covered by other health insurance (with a limited number of exceptions);
- The classified employee is not enrolled in Medicare;
- The classified employee is not claimed as a dependent on someone else's tax return;
- The classified employee is not currently enrolled in a Healthcare Flexible Spending Account (FSA) or a General-Purpose Health Reimbursement Account (HRA).

For classified employee's choosing a Health Savings Account, effective October 1 of each plan year, the College will place premium savings, equivalent to the difference between the single-tier Moda high deductible plan premium and the least expensive single-tier non-high deductible plan premium of other available plans, into an HSA. If there is not a difference between these two plans that results in a savings, the College will place the premium savings between the Moda high deductible plan and the second least expensive single-tier plan premium of all available plans into the Health Savings Account.

#### **K. Health Insurance Opt-Out Incentive**

Eligible classified employees may choose to opt-out of coverage under the College's group health insurance plans a participate in the College's Health Insurance Opt-Out Incentive Program

Any eligible classified employee who opts-out of medical, dental and vision coverage shall be deemed to have elected the Opt-Out Incentive. Three hundred dollars (\$300) per month will be automatically paid to classified employees electing the Opt-Out Incentive. The Incentive payment is taxable compensation subject to applicable withholding, less any fees charged for providing the Opt-Out Incentive. The remainder of the College contribution will be forfeited and will revert to the College.

To be eligible for the Health Insurance Opt-Out Incentive Program:

- Classified employees must maintain coverage under another employer-sponsored medical benefit plan and provide proof of current coverage under another employer-sponsored group medical benefit plan
- Classified employees waiving only dental or vision coverage do not meet the eligibility requirements to participate in the Health Insurance Opt-Out Incentive.

The Oregon Health Plan/Medicaid, Veteran's Administration Benefit Programs, Medicare and/or Student Health Insurance are not employer-sponsored medical benefit plans.

Therefore, a classified employee's participation in these plans does not meet the eligibility requirements to participate in the Health Insurance Opt-Out Incentive Program.

#### **L. Insurance Benefits During Leaves**

Classified 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.

#### **M. Professional and Personal Development**

It is recognized by the Board and the Administration that attendance at professional meetings, participation in instruction related activities, or enrollment in appropriate courses and/or workshops makes a classified employee a more learned and valuable member of the campus community.

1. The College will allocate \$35,000 (thirty-five thousand dollars) each year for classified employee professional and personal development. Such funds may be used to attend professional meetings or conferences, participate in instruction-related activities, and/or enroll in appropriate courses and/or workshops.
2. Professional and Personal Development Funds will be allocated and expended in accordance with rules developed by a committee appointed by the Association.
3. The Business Office will establish accounting procedures for the fund in accordance with all applicable federal, state, and municipal Laws.
4. The Association of Classified Employees will provide the Dean of the Business Office an annual report summarizing how the Professional Development Funds were spent for each fiscal year no later than June 15<sup>th</sup> of said fiscal year.
5. Where training is a requirement of the College, refer to **Article 3, Hours of Work, Section 15.**

#### **N. Paid Leave Oregon (Paid Family Medical Leave Insurance)**

Beginning September 1, 2023, classified employees and the Administration will pay their respective, legislatively mandated, shares of the payroll tax contribution required by the state of Oregon for Paid Leave Oregon, the state's Paid Family and Medical Leave Insurance Program.

### **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 classified employees and for classified employee's spouses and dependents. A person who qualifies as a dependent under IRS regulations shall qualify as a dependent under this Section.

Classified 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.

## **B. Advanced Degree Program**

Clackamas Community College will pay (1/3) of the tuition, to a maximum of \$245.85 for the 2023-2024 fiscal year 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, classified employees must have earned a minimum of an Associate degree and must file an approved Professional Development Plan with Human Resources.

Classified 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 classified 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 a classified 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 classified 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 classified employee compensation package.

## **Section 6. Payroll**

Payroll errors will be corrected in a manner acceptable to the classified 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 13. PERSONNEL FILES**

### **Section 1. Classified Employee Review**

A classified employee shall have the right to review the contents of that classified employee'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.

No material relating to any classified employee performance will be placed in the classified employee's personnel file unless the classified employee has had an opportunity to review the material. The classified employee will have an 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 classified employee also will have the right to submit a written response to any material in the classified employee's file and that response will be attached to the file copy. In the event that the classified employee believes the material to be inaccurate, untrue, or unfair, the matter may be grieved.

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

The College will provide notice to the classified employee if access to their personnel file is granted to someone other than Human Resources and the classified employees' direct supervisor.

The classified employee shall have the right to respond to or answer any document in the classified 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 classified 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 classified employee 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**

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

## **Article 14. RETIREMENT**

### **Section 1. Early Retirement**

To be eligible for early retirement benefits, a classified employee must:

- Have begun employment prior to July 1, 2011;
- Have completed twelve (12) consecutive years of service with the College just prior to retirement;
- Qualify for and execute PERS retirement or be at least fifty-eight (58) years of age, but not yet sixty-five (65) years of age;
- Elect the option of early retirement.

For the purpose of determining consecutive years of service, paid leave (including up to two (2) years of 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.

### **Benefits**

Classified employees who are eligible for early retirement will receive the following benefits:

1. A monthly stipend equal to 10% of the classified employee's base monthly salary at time of retirement for a maximum of forty-eight (48) months or until the classified employee reaches age sixty-five (65), whichever ever happens first. Classified 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. The medical, dental and vision insurance generally provided classified employees, subject to the approval of the carrier, until the retiree reaches age sixty-five. The College's contribution toward these benefits will be up to the classified employee plus spouse/partner fringe amount at the time of the classified employee's retirement. The fringe amount will increase by 2.5% each benefit year thereafter.
3. The employer paid group plan life insurance coverage at the time of retirement (maximum \$50,000), for the classified employee only, until age sixty-five (65).

#### **A. Credit for Part-time Service**

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

- The classified employee must have worked as a member of the Association of Classified Employees for at least six (6) consecutive years immediately preceding the proposed retirement date.
- Part-time employment must have preceded employment as a classified employee without a break in service.
- Part-time employment must have consisted of an average of at least fifteen (15) hours per week for not less than nine (9) months per calendar year.

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

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

#### **B. 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.

#### **C. Transferability of Benefits**

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

#### **D. Obligation of the College**

Payment of early retirement benefits does not become an obligation of the College until the agreed upon retirement date. Death or termination of employment for any reason, prior to the established retirement date, terminates the College's obligation to pay early retirement benefits.

### **Section 2. Retirement**

#### **A. Removal of Maximum Vacation Accrual Limit**

A classified employee who has submitted a written notice of retirement with an effective date in the next 18 months will not be subject to the maximum vacation accrual.

## **Article 15. PERFORMANCE EVALUATION**

The purpose of the Performance Evaluation is to ensure the classified employee's ongoing success by providing an opportunity for the supervisor and classified employee to discuss areas of strength, possibilities for growth and areas needing improvement in the classified employee's performance. Ratings or comments made by a supervisor in a Performance Evaluation are not considered discipline as defined in **Article 16, Due Process Rights and Termination for Just Cause**.

### **Section 1. Performance Evaluation Form**

Supervisors and classified employees will utilize the Performance Evaluation form provided by the Office of Human Resources.

### **Section 2. Performance Evaluation Cycles**

#### **A. Probationary Classified Employees**

Probationary classified employees will receive a minimum of one (1) Performance Evaluation within the probationary classified employee's first six months of employment.

#### **B. Regular Classified Employees**

Regular, non-probationary classified employees in their second and third years of employment in a position will be reviewed by their supervisor in NeoGov at least once (1) per year, no later than April 15<sup>th</sup>, or one (1) month prior to the end of the classified employee's contract year whichever is sooner.

In their fourth (4<sup>th</sup>) year in a position and thereafter, a classified employee's performance will be reviewed at least every two (2) years.

### **Section 3. Preparation for the Performance Evaluation Meeting**

To prepare for their Performance Evaluation, the classified employee may complete a self-evaluation. The classified employee will be provided with the Performance Evaluation form guidelines and job description at least five (5) working days prior to the scheduled Performance Evaluation. If completed in NeoGov, the classified employee's self-evaluation will be shared with the supervisor.

Classified employees may ask up to two (2) peers that know the classified employee's work to provide input directly to their supervisor. The gathering of this input is the responsibility of the classified employee and will be submitted outside of the Human Resources information system.

### **Section 4. The Performance Evaluation Meeting**

The supervisor will schedule a Performance Evaluation meeting with the classified

employee to discuss the supervisor's review and the classified employee's self-evaluation, if one was provided.

- The classified employee and supervisor will review the job description, to ensure the job description is still an accurate representation of the position.

If the review shows significant changes and a reclassification should be considered, refer to **Article 8, Position Vacancies, Job Bidding, Reclassification, Section 10. Reclassifications.**

The job description will be signed and dated by the classified employee and supervisor to indicate that it has been reviewed at the time of evaluation.

- If the supervisor has rated any portion of the classified employee's job performance as less than Excellent, the classified employee may ask the supervisor to provide, in writing, specific suggestions for improvement.
- If the supervisor has rated any portion of the Performance Evaluation form as "Needs Improvement" or "Unsatisfactory" the supervisor must provide, in writing, specific example(s) demonstrating the reason for the rating.
- A classified employee who receives a rating of "Needs Improvement" or "Unsatisfactory" may request a meeting with their supervisor to discuss the classified employee's progress within six months of the evaluation. If a classified employee requests a meeting to discuss their progress after receiving a "Needs Improvement" or "Unsatisfactory" rating, the supervisor shall comply.
- No example(s) of unsatisfactory job performance shall be listed on the evaluation form unless prior discussion(s) have been held with the classified employee.
- The classified employee shall sign the Performance Evaluation Review form after meeting with their supervisor unless the supervisor and the classified employee agreed to changes to the evaluation, in which case the classified employee will sign after all changes are made.
- The classified employee's signature on the Performance Evaluation form indicates that the Performance Evaluation has been discussed with the classified employee and does not indicate that the classified employee agrees with the ratings or comments in the Performance Evaluation. The classified employee will have access to the fully executed evaluation in NeoGov.

## **Section 5. Classified Employee Comments**

The classified employee shall have ten (10) working days from the Performance Evaluation meeting to add comments to the Performance Evaluation form. At the classified employee's request, the supervisor will schedule a meeting with the classified employee to discuss the classified employee's written comments.

## **Section 6. Lead Person/Team Leader**

For classified employees who have a regular lead assignment as defined in **Article 7, Employee Categories, Section 2. Lead Person/Team Leader**, the Performance

Evaluation will include the classified employee's performance of the duties of the lead assignment.

Classified employees in a temporary or interim lead assignment, as defined in **Article 7, Employee Categories, Section 2. Lead Person/Team Leader**, will not be reviewed on the classified employee's performance of the duties of the lead assignment.

## **Section 7. Grievances**

The process, and not the contents of a classified employee's Performance Evaluation are subject to the Grievance Procedure established in **Article 17** of this Agreement.

## **Article 16. DUE PROCESS RIGHTS AND TERMINATION FOR JUST CAUSE**

Classified employee performance issues should be solved at the lowest possible level. The supervisor will inform the classified employee that improvement or a change is necessary and encourage that improvement. Informal discussions are encouraged between the classified employee and the supervisor. Informal discussions may include a performance improvement plan defining the problem or situation and outlining actions for improvement. The disciplinary process should not be used for routine conversations regarding improvement in classified 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.

Classified 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 classified 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.

It is understood by both parties to this Agreement that the College retains the authority to discipline classified employees for unsatisfactory service or actions. Discipline may include reprimand, suspension or termination.

### **Discipline and Discharge**

#### **Section 1. Just Cause**

No classified employee shall be disciplined or discharged without just cause.

#### **Section 2. 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

employee 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 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; and/or
- Discrimination/harassment.

### **Section 3. Steps in the Disciplinary Process**

- The College believes in the principle of progressive discipline; however, discipline may be initiated at any level depending on the severity of the misconduct.
- The classified employee and the Association will be given at least 24 hours' written notice prior to investigatory interviews. Any discipline of classified employees shall respect the individual and be confidential.
- Discipline may include the following:
  - Verbal Reprimand
  - Written Reprimand
  - Suspension without Pay
  - Termination

#### **A. Verbal Reprimand**

A verbal reprimand is the least severe form of discipline. The supervisor should explain the reason for the verbal reprimand and the improvement or correction required. This discussion will identify reasonable time lines to correct the basis for the reprimand.

#### **B. Written reprimand**

A document detailing the specific circumstances leading to the decision to discipline the classified employee, the impact of the classified employee's actions or behavior, the required improvement or correction, and expectations for and/or the specific steps/actions the classified employee must take going forward.

The supervisor will meet with the classified employee to administer the written reprimand. The classified employee's signature on the written reprimand acknowledges that the meeting took place and that they are in receipt of a copy of the reprimand but does not imply agreement with its contents.



### **C. Suspension without Pay**

If the corrective measures identified in a written reprimand have not been followed and the problem has not been corrected, or the classified employee has engaged in serious misconduct, the classified employee may be suspended from duty without pay. Suspension periods apply to scheduled work days and holidays.

### **D. Termination**

Serious misconduct may result in immediate termination, without application of any of the prior steps in this disciplinary process. For less severe issues, termination from employment may occur following appropriate steps as outlined in this disciplinary process.

### **Section 4. Further Action**

Any written materials older than three (3) years shall not be used in any subsequent disciplinary action. Such materials may be removed from the classified employee's file as provided in **Article 13, Personal Files**.

### **Section 5. Appeal**

In the event the classified employee believes the processes outlined in this Article have not been followed, the classified 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 the Step 3, Grievance, level.

In the event that the grievance proceeds to arbitration, 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.

Human Resources shall keep the College President and the appropriate College Administrator(s) informed at each step of this Process.

### **Section 6. Administrative Leave**

Under certain circumstances, a classified employee may be placed on paid administrative leave. Reasons for placing a classified employee on paid Administrative Leave may include but are not limited to:

- Assault on anyone while on duty;
- Willful or reckless destruction of property or theft;
- Gross insubordination;
- Sale, possession or provision of illegal intoxicants or drugs.

## Article 17. GRIEVANCE PROCEDURE

### Section 1. Purpose

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.

Classified employees 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 "grievance" is a dispute by a classified employee or group of classified employees or the Association based upon the interpretation, violation, or application of this Agreement.
- For purposes of this Article, a "working day" shall be any day for which the classified employee is assigned to work or would have been assigned to work except for being laid off as outlined in **Article 6. Layoff/Recall/Reduction-in-Force.**

### Section 3. Process

- A. When a dispute arises between a classified employee or group of classified employees and an Administrator or between the Association and the College regarding the interpretation, violation of, or application of this Agreement the grievance shall be submitted at the lowest step of the grievance procedure identified with 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.
- C. Steps:

#### **Step 1. Initial Review**

- A. The aggrieved classified employee and/or the Association will 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 classified employee and/or the Association within ten (10) working days of the meeting detailing the Administrator's position in the disputed matter.

### **Step 2. Collaborative Resolution Process**

- A. If the issue cannot be resolved at the level of the Initial Review it should be referred in writing by the classified employee and/or Association to the Dean of the Administrator who is central to the dispute of the issue alleged to be a grievance and the Association President within ten (10) working days of the Administrator's written response.
- B. The Dean shall arrange a meeting of the parties within ten (10) working days of receiving notification of the dispute during which time the parties will aim to resolve the matter. If no resolution can be reached at this Step, the classified employee or Association may file a grievance.

### **Step 3. Grievance**

Should the parties be unable to resolve the matter in the Collaborative Resolution Process, a grievance may be filed.

- A. 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.
- B. The written grievance will include a concise summary of the allegations, including reference to the specific contract provision(s) in dispute and remedy sought.
- C. 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.
- D. The Chief Human Resources Officer will respond in writing to the grievant and/or the Association, the Vice President of Finance and Operations 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**

Classified 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 classified 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) classified employees 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. All other costs will be borne by the party incurring them.

## **Section 9. General Provisions**

- A. Any classified employee may be represented at all stages of the grievance procedure by a representative of the Association. Where more than one (1) classified 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 classified employee due to the fact that the classified employee participated in the grievance procedure.

## **Article 18. GENERAL PROVISIONS**

### **Section 1. Pledge Against Coercion**

The College agrees not to interfere with the right of classified 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 classified employee because of association membership, or because of any classified 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 classified 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 19. 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 20. 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 classified employees during the term of this Agreement.

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

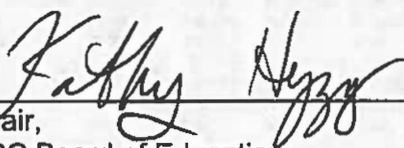
Classified employees shall retain all rights under ORS 243.698.

## **Article 21. 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 22. DURATION OF AGREEMENT

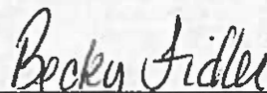
- A. This Agreement shall be effective as of July 1, 2023 and shall remain in full force and effect until June 30, 2026.
- B. The parties agree to enter into collective bargaining to modify this Agreement no later than February 1, 2026.
- C. This Agreement may not be modified in whole or in part by the 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.



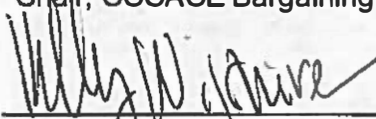
Chair,  
CCC Board of Education



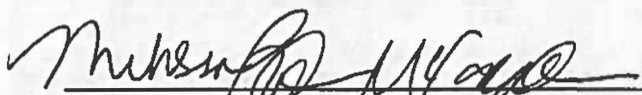
Anna Karwit, Chief Spokesperson,  
Administration



Becky Eidler, Spokesperson & Co-  
Chair, CCCACE Bargaining Team



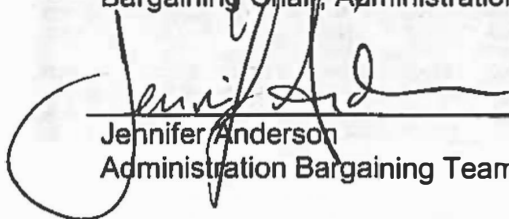
Kelly Wilshire, Co-Chair,  
CCCACE Bargaining Team



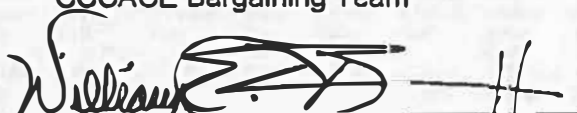
Melissa Richardson McCormack  
Bargaining Chair, Administration



Matthew Larkin  
CCCACE Bargaining Team



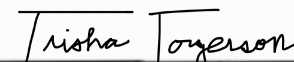
Jennifer Anderson  
Administration Bargaining Team



William Burkhalter  
CCCACE Bargaining Team



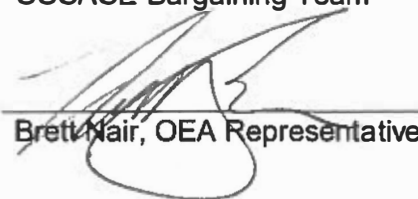
Ron Prince  
Administration Bargaining Team



Trisha Torgerson  
CCCACE Bargaining Team



Kevin Aguilar  
Administration Bargaining Team



Brett Hair, OEA Representative

# Appendix A. CLASSIFIED SALARY SCHEDULE 2023-2024

## Monthly Wage (rounded)

### Classified Salary Schedule

2023-2024

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	Annual	\$88,610.51	\$91,180.21	\$93,824.44	\$96,545.35	\$99,345.16	\$102,226.17	\$105,190.73	\$108,241.26	\$111,380.26	\$114,610.28	\$117,933.98	\$121,354.07	\$124,873.34	\$128,494.66	\$132,221.01
	Monthly	\$7,384.21	\$7,598.35	\$7,818.70	\$8,045.45	\$8,278.76	\$8,518.85	\$8,765.89	\$9,020.10	\$9,281.69	\$9,550.86	\$9,827.83	\$10,112.84	\$10,406.11	\$10,707.89	\$11,018.42
	Hourly	\$42.60	\$43.84	\$45.11	\$46.42	\$47.76	\$49.15	\$50.57	\$52.04	\$53.55	\$55.10	\$56.70	\$58.34	\$60.04	\$61.78	\$63.57
X	Annual	\$86,765.72	\$89,281.93	\$91,871.11	\$94,535.37	\$97,276.89	\$100,097.92	\$103,000.76	\$105,987.79	\$109,061.43	\$112,224.21	\$115,478.72	\$118,827.60	\$122,273.60	\$125,819.53	\$129,468.30
	Monthly	\$7,230.48	\$7,440.16	\$7,655.93	\$7,877.95	\$8,106.41	\$8,341.49	\$8,583.40	\$8,832.32	\$9,088.45	\$9,352.02	\$9,623.23	\$9,902.30	\$10,189.47	\$10,484.96	\$10,789.02
	Hourly	\$41.71	\$42.92	\$44.17	\$45.45	\$46.77	\$48.12	\$49.52	\$50.96	\$52.43	\$53.95	\$55.52	\$57.13	\$58.79	\$60.49	\$62.24
DXT	Annual	\$79,116.33	\$81,410.70	\$83,771.61	\$86,200.99	\$88,700.82	\$91,273.14	\$93,920.06	\$96,643.75	\$99,446.41	\$102,330.36	\$105,297.94	\$108,351.58	\$111,493.78	\$114,727.10	\$118,054.18
	Monthly	\$6,593.03	\$6,784.23	\$6,980.97	\$7,183.42	\$7,391.73	\$7,606.10	\$7,826.67	\$8,053.65	\$8,287.20	\$8,527.53	\$8,774.83	\$9,029.30	\$9,291.15	\$9,560.59	\$9,837.85
	Hourly	\$38.04	\$39.14	\$40.27	\$41.44	\$42.64	\$43.88	\$45.15	\$46.46	\$47.81	\$49.20	\$50.62	\$52.09	\$53.60	\$55.16	\$56.76
IX	Annual	\$76,110.23	\$78,317.43	\$80,588.63	\$82,925.70	\$85,330.55	\$87,805.13	\$90,351.48	\$92,971.68	\$95,667.86	\$98,442.22	\$101,297.05	\$104,234.66	\$107,257.47	\$110,367.93	\$113,568.60
	Monthly	\$6,342.52	\$6,526.45	\$6,715.72	\$6,910.48	\$7,110.88	\$7,317.09	\$7,529.29	\$7,747.64	\$7,972.32	\$8,203.52	\$8,441.42	\$8,686.22	\$8,938.12	\$9,197.33	\$9,464.05
	Hourly	\$36.59	\$37.65	\$38.74	\$39.87	\$41.02	\$42.21	\$43.44	\$44.70	\$45.99	\$47.33	\$48.70	\$50.11	\$51.57	\$53.06	\$54.60
VIIT	Annual	\$70,635.70	\$72,684.14	\$74,791.98	\$76,960.95	\$79,192.81	\$81,489.40	\$83,852.60	\$86,284.32	\$88,786.57	\$91,361.38	\$94,010.86	\$96,737.17	\$99,542.55	\$102,429.29	\$105,399.73
	Monthly	\$5,886.31	\$6,057.01	\$6,232.66	\$6,413.41	\$6,599.40	\$6,790.78	\$6,987.72	\$7,190.36	\$7,398.88	\$7,613.45	\$7,834.24	\$8,061.43	\$8,295.21	\$8,535.77	\$8,783.31
	Hourly	\$33.96	\$34.94	\$35.96	\$37.00	\$38.07	\$39.18	\$40.31	\$41.48	\$42.69	\$43.92	\$45.20	\$46.51	\$47.86	\$49.24	\$50.67
VIII	Annual	\$66,763.33	\$68,699.47	\$70,691.76	\$72,741.82	\$74,851.33	\$77,022.02	\$79,255.66	\$81,554.07	\$83,919.14	\$86,352.79	\$88,857.02	\$91,433.88	\$94,085.46	\$96,813.94	\$99,621.54
	Monthly	\$5,563.61	\$5,724.96	\$5,890.98	\$6,061.82	\$6,237.61	\$6,418.50	\$6,604.64	\$6,796.17	\$6,993.26	\$7,196.07	\$7,404.75	\$7,619.49	\$7,840.46	\$8,067.83	\$8,301.80
	Hourly	\$32.10	\$33.03	\$33.99	\$34.97	\$35.99	\$37.03	\$38.10	\$39.21	\$40.35	\$41.52	\$42.72	\$43.96	\$45.23	\$46.55	\$47.89
VIIT	Annual	\$61,668.32	\$63,456.70	\$65,296.95	\$67,190.56	\$69,139.08	\$71,144.12	\$73,207.30	\$75,330.31	\$77,514.89	\$79,762.82	\$82,075.94	\$84,456.14	\$86,905.37	\$89,425.63	\$92,018.97
	Monthly	\$5,139.03	\$5,288.06	\$5,441.41	\$5,599.21	\$5,761.59	\$5,928.68	\$6,100.61	\$6,277.53	\$6,459.57	\$6,646.90	\$6,839.66	\$7,038.01	\$7,242.11	\$7,452.14	\$7,668.25
	Hourly	\$29.65	\$30.51	\$31.39	\$32.30	\$33.24	\$34.20	\$35.20	\$36.22	\$37.27	\$38.35	\$39.46	\$40.60	\$41.78	\$42.99	\$44.24
VII	Annual	\$58,564.36	\$60,262.73	\$62,010.35	\$63,808.65	\$65,659.10	\$67,563.22	\$69,522.55	\$71,538.70	\$73,613.32	\$75,748.11	\$77,944.81	\$80,205.21	\$82,531.16	\$84,924.56	\$87,387.37
	Monthly	\$4,880.36	\$5,021.89	\$5,167.53	\$5,317.39	\$5,471.59	\$5,630.27	\$5,793.55	\$5,961.56	\$6,134.44	\$6,312.34	\$6,495.40	\$6,683.77	\$6,877.60	\$7,077.05	\$7,282.28
	Hourly	\$28.16	\$28.97	\$29.81	\$30.68	\$31.57	\$32.48	\$33.42	\$34.39	\$35.39	\$36.42	\$37.47	\$38.56	\$39.68	\$40.83	\$42.01
VIT	Annual	\$56,411.81	\$58,047.75	\$59,731.14	\$61,463.34	\$63,245.78	\$65,079.91	\$66,967.22	\$68,909.27	\$70,907.64	\$72,963.96	\$75,079.92	\$77,257.24	\$79,497.69	\$81,803.13	\$84,175.42
	Monthly	\$4,700.98	\$4,837.31	\$4,977.59	\$5,121.95	\$5,270.48	\$5,423.33	\$5,580.60	\$5,742.44	\$5,908.97	\$6,080.33	\$6,256.66	\$6,438.10	\$6,624.81	\$6,816.93	\$7,014.62
	Hourly	\$27.12	\$27.91	\$28.72	\$29.55	\$30.41	\$31.29	\$32.20	\$33.13	\$34.09	\$35.08	\$36.10	\$37.14	\$38.22	\$39.33	\$40.47
VI	Annual	\$51,372.12	\$52,861.91	\$54,394.91	\$55,972.36	\$57,595.56	\$59,265.83	\$60,984.54	\$62,753.09	\$64,572.93	\$66,445.55	\$68,372.47	\$70,355.27	\$72,395.57	\$74,495.04	\$76,655.40
	Monthly	\$4,281.01	\$4,405.16	\$4,532.91	\$4,664.36	\$4,799.63	\$4,938.82	\$5,082.05	\$5,229.42	\$5,381.08	\$5,537.13	\$5,697.71	\$5,862.94	\$6,032.96	\$6,207.92	\$6,387.95
	Hourly	\$24.70	\$25.41	\$26.15	\$26.91	\$27.69	\$28.49	\$29.32	\$30.17	\$31.04	\$31.94	\$32.87	\$33.82	\$34.81	\$35.81	\$36.85
VT	Annual	\$50,660.15	\$52,129.29	\$53,641.04	\$55,196.63	\$56,797.34	\$58,444.46	\$60,139.35	\$61,883.39	\$63,678.01	\$65,524.67	\$67,424.88	\$69,380.21	\$71,392.23	\$73,462.61	\$75,593.02
	Monthly	\$4,221.68	\$4,344.11	\$4,470.09	\$4,599.72	\$4,733.11	\$4,870.37	\$5,011.61	\$5,156.95	\$5,306.50	\$5,460.39	\$5,618.74	\$5,781.68	\$5,949.35	\$6,121.88	\$6,299.42
	Hourly	\$24.36	\$25.06	\$25.79	\$26.54	\$27.31	\$28.10	\$28.91	\$29.75	\$30.61	\$31.50	\$32.42	\$33.36	\$34.32	\$35.32	\$36.34

**Appendix B. CLASSIFIED SALARY SCHEDULE 2024-2025**

**To be determined by May 15, 2024.**

**Appendix C. CLASSIFIED SALARY SCHEDULE 2025-2026**

**To be determined by May 15, 2025**

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

**Bereavement leave:** leave in the event of death in the immediate family of a classified 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 a classified 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.

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

**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 classified employee.

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

**Early retirement:** classified 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.

**Family member:** an individual related to a classified employee, either by birth, adoption, fostering, marriage or an in loco parentis situation, that may qualify a classified 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 1<sup>st</sup> thru June 30<sup>th</sup>.

**FTE:** full-time equivalency.

**FMLA:** Family Medical Leave Act; a federal law that allows eligible classified 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 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 a classified employee, a group of classified 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 classified employee's insurance enrollment election. The balance comes from the College contribution toward insurance coverage plus the amount deducted from the classified 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. Classified 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 classified 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 a classified employee has a qualifying injury or illness that prevents the classified employee from working. Benefit starts after 90-days of missed work.

**Management:** the President and the Administration of the College.

**OFLA:** Oregon Family Leave Act; a state law that allows classified 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 option must be enrollment in another employer-sponsored medical plan. A classified 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 classified employee assimilation, and a part of their continuous socialization process in an organization.

**Paid-time off:** a bank of hours available to individual classified 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 classified 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 classified employees to be used for matters which cannot be scheduled outside normal working hours. At least three (3) days' advance notice is required except in emergency situations.

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

**Probationary Classified Employee:** a newly hired classified 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 classified 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 a classified 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 the classified employee's or family member illness or injury, health-related appointments, or public health emergencies.

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

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

**Vacation Leave:** 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. Paid-out upon separation from the College. Must be used for protected leaves of absence before unpaid protected leave or absence is authorized.

**Waive:** a classified 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.)