

Classified Agreement



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

July 1, 2007– June 30, 2010

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A G R E E M E N T

between

CLACKAMAS COMMUNITY COLLEGE

and

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

July 1, 2007 to June 30, 2010

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 20 hours a week or more.

The purpose of this Article is to recognize the right of the bargaining agent to represent classified staff employees in the bargaining unit in negotiations with the College. The Association recognizes its responsibility as bargaining agent and agrees to represent employees in the bargaining unit without discrimination, interference, restraint, or coercion.

The following people are excluded from the bargaining unit:

- Exempt employees
- Permanent Confidential Employees
- Classified who are temporarily designated 'Confidential' under ORS 243.650 while the contract is open for bargaining
- Temporary employees working 20 or more hours per week for no longer than 6 months
- Substitute employees filling the role of a classified member while that member is on leave
- Part-time employees hired to work 19.5 hours per week or less
- Independent contractors hired to do a specific set of tasks on a specific project
- Grant-funded employees (grant-funded employees who were previously granted membership may continue as members).
- Bond-funded employees (bond-funded employees who were previously granted membership may continue as members).

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

Article 2. ASSOCIATION SECURITY

Section 1. Membership

Except as provided in ORS 243.666(1), all employees shall be required to become and remain Association members or make fair share payments to the Association one hundred and eighty (180) calendar days after being employed.

The names of all new employees shall be furnished to the Association within the first thirty (30) days of employment. The Association shall be given a monthly report containing changes of name and addresses of all bargaining unit employees.

Section 2. Fair Share

The College shall deduct an amount equal to 100% of the dues of the Association from the pay of each employee who is not a member of the Association beginning with the first pay period after probation paycheck, as a fair share fee commensurate with the cost to the Association of collective bargaining and contract administration.

The Association and the College will abide by applicable federal and state laws and regulations pertaining to fair share payments or their equivalent to cover religious accommodations.

The Association shall indemnify and hold the College harmless from any claims of an objecting nonmember that the Association has made an illegal expenditure of fair share fees, or that the extent of the payroll deduction is unlawful. 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.

Section 3. Dues

In the event the Association members vote to increase Association dues, the Association shall notify the College at least thirty (30) days prior to the effective date of the dues increases. The dues shall be deducted monthly in an amount certified by the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to OEA with an additional itemized statement provided to the local treasurer by the tenth (10th) of the succeeding month after such deductions are made. The Association agrees to refund the College any amounts paid to it in error on account of payroll deduction provision upon presentation of proper evidence thereof.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Association dues. When a member in good standing of the Association is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Section 4. 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.
- The Association President or Association appointed designee(s) shall attend all meetings of the President's 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 College and the Association agree that the Association President shall have up to 25% release time for working on the items listed above, and the Association President can negotiate with management in the case of extraordinary circumstances.
- Attend association executive board meetings.

C. Use of College Facilities and Equipment

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

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

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

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

D. Visits by Association Representatives

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

E. Release Time for Association Activities

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

F. Association Files

As space becomes available, the College will work with the association to 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 Maintenance Meetings

Quarterly informal meetings will be held with the Association bargaining team, Association President, management representatives and the Human Resources Dean to discuss issues, application, and maintenance of the contract.

Article 3. HOURS OF WORK AND CONDITIONS

(For additional information on Holidays, see Article 7)

Section 1. Workweek

The workweek shall consist of seven (7) consecutive days in a pre-established schedule. The workday shall consist of any twenty-four (24) hour period of a pre-established workweek. (The regular work shift shall consist of a minimum of seven (7) and a maximum of eight (8) hours within a workday.)

Nothing in the above paragraph shall prohibit the departments from working a four-day (4) workweek. Such, decisions shall be at the request of management and will reflect the majority opinion of the employees in the department. The practice of shift preference shall continue unless the selection will hamper the operation of the College.

An employee will be paid overtime or receive compensatory time as provided in Sections 3 or 4 when the employee has taken any paid leave as defined in Article 9 during a pre-established workweek or work day and the hours of leave time combined with the hours of worked time exceed a normal workweek or workday. No employee will be required to make up time when a Vacation Request/Absence Report is submitted to the supervisor.

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

Employees working a four (4) day workweek shall receive equivalent vacation hours for holidays listed in Article 7. If the employee generally works four (4) hours per day and works any day of a week, which includes a holiday that employee shall be entitled to a prorated holiday, except during a recess period.

Section 2. Rest Periods

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

Section 3. Lunch Periods

Employees shall be granted a lunch period of not less than one-half hour (30 minutes) during each work shift. 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 swing and graveyard shifts for custodians and public safety, which receive paid lunch periods.

Section 4. Hours/Overtime

Day Shift A work shift of a maximum of eight (8) consecutive hours, exclusive of lunch break, beginning at or after 6:00 a.m., but not later than 2:00 p.m.

Swing Shift A work shift of a maximum of seven and one-half (7 1/2) consecutive hours, beginning at or after 2:00 p.m., but not later than 10:00 p.m.

Graveyard Shift A work shift of a maximum of seven (7) consecutive hours, excluding Public Safety Officers, beginning at or after 10:00 p.m., but not later than 6:00 a.m.

Five (5) work days advance notice shall be given in the event of a change in an employee's work schedule except in the event of an emergency. This provision may be waived if mutually agreed by the employee and supervisor. Occasionally, shifts may be split over two days to accommodate the needs of a department.

Eligible employees required by the College to work beyond their thirty-five (35), thirty-seven and one-half (37½), or forty (40) hours, exclusive of lunch breaks, in any 168 hour (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.

In the event that sufficient personnel do not accept overtime on a voluntary basis or in the event of any emergency, such additional human resources as are deemed necessary by the College may be required to work overtime. Except in the event of an emergency, employees will be given three (3) working days advance notice of required overtime. Employees who work overtime shall be paid time and one-half (1½) based on their regular rate of pay.

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

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

Section 5. Call-in Pay

Non-essential employees shall not be required, unless they agree, to be on-call or standby by telephone or pager.

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

Employees who agree to standby by telephone or pager will be paid at the rate of .1 of their regular hourly pay for the designated standby period.

Section 6. Compensatory Time

An employee may, elect to receive compensatory time off in lieu of overtime pay at the rate of time and one-half (1½), wherever overtime pay would otherwise be called for under this Agreement. Compensatory time must be used during a period when an employee is normally scheduled to work. Compensatory time must be used in the same or the next two (2) pay periods at a time subject to supervisor approval.

Any compensatory time not used within the limits above shall be paid within the following regular pay period.

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

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

Section 7. Inclement Weather/Emergency Situations

In the event the College is closed due to inclement weather or other emergency under the procedure defined by Administrative Regulation, no employee shall be expected to work unless work during such conditions is specified in the employee's job description or work rules. In the event of a late opening, employees shall not be required to begin work until the designated opening time and, in the event of an early closing, all employees shall leave work at the time of the designated closing.

If an employee is required to work in excess of the employee's normal work day because the College is closed or because of an emergency, the employee shall be entitled to overtime pay at time and one-half (1½) of that employee's regular rate of pay, or compensatory time at the employee's discretion, for excess time worked.

If an employee is unable to report to work when the College is open or at the designated opening time, they may have the time deducted from personal leave. If the employee has used all personal leave, they may then use earned vacation time or unpaid leave.

Classified employees, designated in advance by management as essential personnel, shall report to work or telecommute as scheduled, and shall receive premium compensation of double time and one half (2½) for the actual hours worked.

No other employees will be entitled to premium compensation for work during College closures and/or delayed openings.

Classified employees shall be compensated for the numbers of hours scheduled to work in the closure periods(s).

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

Section 8. Hazard Pay

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

Section 9. Designated 4/9 Workweek

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

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

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

Section 10. Uniforms and Protective Clothing

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

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

Section 11. Training (Job)

Whenever it is a requirement by the College that a member of the bargaining unit attend training or educational activities, the employee shall be paid by the College for attending and reimbursed for expenses in accordance with the College travel policy.

Section 12. 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 employees. Unless mutually agreed by the employee and the supervisor, five (5) working days advance notice shall be given in the event of a change in the employee's work schedule except in the case of an emergency. Any work rule that the member feels is unjust or unfair shall be brought to the employer's attention by the Association. The parties shall attempt to resolve any such dispute to the mutual satisfaction of both parties.

Section 13. Safety and Health

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

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

Section 14. Harassment

The Association and the College agree that the maintenance of a safe and healthy work environment includes the expectation that all employees shall interact with co-workers 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 public, interferes with the employees work performance, and creates an intimidating work environment.

Upon receiving such complaint from an employee, Dean of Human Resources shall conduct an investigation and propose a remedy to all effected personnel.

A. Discrimination

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

B. Sexual Harassment

In accordance with Board policy and Administrative Regulation, and ORS 166.065 the College shall maintain an environment that is free from any form of harassment related

to a person's gender. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other communication of a sexual nature. Any employee who experiences sexual harassment or who has questions about sexual harassment should contact the Human Resource Office

Section 15. Release Time for Service on College Committees

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

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

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

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

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

Section 16. Telecommuting

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

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

Section 17. Sub-Contracting

Except in case of emergency there should be no subcontracting of bargaining unit positions without two (2) weeks notice given to the association, which can be waived by the Association. If a pattern of ongoing projects emerges across division(s) with contractor(s), the association and the College will work to review the situation, which may result in the creation of an additional classified position. In the event subcontracting becomes necessary, the College will work with the Association to retain employment for affected association members.

Section 18. Electronic Surveillance

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

- A. Surveillance and security technology may be used only when deemed appropriate for protection of property or persons.
- B. Surveillance equipment will not be added to areas on campus without prior notice to the Association and the affected members.
- C. Information derived from surveillance and security technology shall not be used in any way to document, substantiate or support disciplinary action against any member of the Association except in the situation where there is an allegation of flagrant misconduct, civil or criminal prosecution. The Association President will be informed of each occurrence and the purpose.

Article 4. SENIORITY

Seniority shall be defined as the length of an employee's continuous service within the Classified unit of the College. Length of continuous service shall be computed from the date of hiring into a bargaining unit position, subject to the following provisions:

Section 1. Broken Service

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

- Voluntary termination of employment.
- Discharge for just cause.
- Layoff for more than twelve (12) consecutive months.
- Failure to return to work within a period of ten (10) working days after employee has received notification by certified mail to return except as specified in Article 6, Section I.

Section 2. Layoff Period

Seniority shall not accumulate during a period of layoff.

Section 3. Re-employment

When an employee whose continuous service has been broken by any of the reasons in Section 1 above, is again hired, that employee shall begin as a new employee of the College, unless broken service is less than twelve (12) consecutive months.

Article 5. EMPLOYEE CATEGORIES/VACANCIES/TRANSFERS

Section 1. Probationary Employees

All newly hired unit employees shall be considered probationary employees for a period of one hundred and eighty (180) calendar days from their last date of hire. Probation may be extended only once with the agreement of the probationary employee, the association, and management by ninety (90) calendar days, for a new employee to learn the necessary skills for the position. Extended probationary periods may only be issued with the intent of continued employment, if necessary skills are learned during the extension. Probationary employees are not eligible to join the bargaining unit until their probation, and extension if applicable, is completed.

Probationary employees shall have no recourse to the Grievance Procedure of this Agreement in matters relating to layoff, discipline and/or discharge, but may grieve other alleged violations of this Agreement.

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

This probationary period allows the new hire the opportunity to demonstrate his/her ability to perform the duties of the position and receive evaluation feedback.

Probationary employees shall be entitled only to those fringe benefits as defined in Article 7 – Holidays; Article 9 – Sick Leave; and Article 10 – Wages and Benefits, Sections 3 and 4. Said fringe benefits are to begin the first day of the month following attending a mandatory orientation session. If such employee is retained beyond the one hundred and eighty (180) calendar day probationary period from the beginning of employment, that employee shall immediately thereafter be classified as a regular employee, with appropriate seniority and accumulated vacation hours commencing as of the date of hire.

Absence of probationary employees shall constitute an interruption of continuous service. Such absence will be added to the probationary employee's one hundred and eighty (180) calendar day period.

A progress evaluation will be done thirty (30) days into the extended probation.

Section 2. Lead Person/Team Leader

In a team or crew setting, a lead person/team leader communicates work assignments/schedules and other information to individual team members and back to the supervisor. Such an assignment might not be a permanent part of the job assignment but exists only when a specific work situation requires it. If temporary, the employee's supervisor or Dean will reaffirm on an annual basis the temporary nature of

the lead position. The College and the Association recognize that there are some lead positions, which are permanent in nature.

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

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

- A. The basic functions of a lead person/crew team leader are, under general supervision, to:
- Coordinate the assignments of selected team/crew members within an area.
 - Perform on-the-job training to selected team/crew members of current methods and procedures used while performing the essential functions of a position.
 - Follow-up and/or review the work assignments and periodic reporting of the findings to the immediate supervisor.
 - There will be no responsibility for hiring, evaluating or firing of other association members.
- B. The basic characteristics of the lead person/team leader assignment are:
- The employee has substantially the same duties as others in the work unit.
 - Responsibilities shall include the guiding, directing, and coordination of work assignments of a group of employees.
 - Lead scope of responsibilities shall include follow-up, work assessments, and measurements of assignments as established by the supervisor.
 - A lead person/team leader will assume a leadership role and shall have the authority to delegate, assign, and coordinate work assignments of other employees as directed by the supervisor.
 - The lead person/team leader will assume the responsibility to communicate the supervisor's instructions to the assigned employees and to communicate the employees' concerns to the supervisor.
- C. Process
- An employee selected for a lead person/team leader assignment must be past the one hundred and eighty (180) calendar day probationary period.
 - A supervisor identifying a need for a lead person/team leader assignment shall follow the written process in the Human Resource Office to obtain approval for the position and to select an employee for the position.
 - Removal of a person from the lead assignment will be in writing to the employee and the Human Resource Office as a result of no longer needing the role, a change in job assignment of the employee, or inadequate performance of the lead person/team leader assignment.

- The lead person responsibilities will be added to the employee's job description and factored according to the LGPI classification system and the reclassification process outlined in Section 11.
- The employee may decline the lead person role responsibilities without affecting their existing status.

Section 3. Essential Personnel

This designation is appropriate for those employees whose job is essential to the operation of the College, especially in emergency or critical situations. Essential employees will be designated in their job description. It is the responsibility of the College to make sure the employee understands his/her status as essential.

It is the supervisor's responsibility to notify designated essential personnel in the event of an emergency or critical situation. If the employee is unable to respond, it is the supervisor's responsibility to meet the operational need, and no disciplinary action will be taken.

Section 4. Temporary Employee

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

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

Section 5. Part-time Employee

Part-time employees may work up to nineteen and one-half (19.5) hours per week, but not more than 1,014 hours per year, or 504 hours over a six (6) month period. If the need arises for a position to work over the established hours for longer than six (6) month period, the Association will be notified in writing.

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

Section 6. Independent Contractors

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

Section 7. Vacancies

All fulltime bargaining unit job openings (both faculty and classified) will be posted on approved bulletin boards for in-house employees' transfer opportunities a minimum of eight (8) calendar days prior to off-campus advertising.

All qualified members will be given equal opportunity to apply for any vacant College positions.

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

Section 8. Transfers

- A. Voluntary Transfer – Bargaining unit employees may apply for a voluntary transfer by making application for any existing open College position. See Section 7, Vacancies, in this Article. The transferred employee may request and that employee's current and past supervisors may mutually agree, in writing, to a transfer back to the employee's former position, if it is vacant.
- B. Management Initiated Transfer – For budgetary or re-organizational purposes, Management may transfer an employee to another College position. These positions will not be open for in-house applications. Whenever an employee transfer is initiated by Management, the employee shall receive written notice at least thirty (30) days prior to the transfer and be given the opportunity to review the job description and work rules related to the new position, to meet with the supervisor and other employees in the new department, and to see a written description of the training and other special considerations to be provided, if appropriate.

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

If the new salary grade is higher than the employee's current grade, place the employee's current salary at the lowest step of the new grade, which represents an increase in salary of at least 2.9% in a promotion of one grade or more.

If the new salary grade is lower than the employee's current grade there shall be no reduction in the employee's current salary. In those cases which the employee's current salary falls within the new grade, the placement will be made to the step closest to, but not less than, the current salary. If the current salary falls above the new grade, the employee will be considered topped out at the salary grade. The employee shall continue to be paid the current salary until such time as the grade range catches up with the current salary. Once the new grade range catches up with the current salary, the employee will resume bargained salary increases at scheduled times.

Section 9. Temporary Assignments

Employees temporarily assigned by the College to a higher paying classification shall assume all the duties and responsibilities of the assigned position and be considered acting out-of-classification. After ten (10) consecutive workdays in such an assignment, an employee shall be entitled to the rate of pay that is one (1) step higher than the salary he/she was receiving prior to the assignment, or the rate of the first pay step of the new classification range, whichever pays the greater amount for the remainder of the assignment. If an employee is doing a significant portion of another job, he/she can request that the Human Resources Dean review his/her rate of pay.

Section 10. New Employee Placement

The Human Resource Dean shall be the decision-making authority when placing new employees on a level 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 and not higher than an incumbent doing the same job in the same department.

For technical positions (jobs paid on the technical salary schedule), if a new hire is placed at a higher step than current staff doing the same job in the same department, the Association will be notified and the Human Resources Dean will provide the information (relating to the 3 criteria above) upon which the decision was based. Current staff doing the same job will be given the opportunity to upgrade skills and increase knowledge and/or experience in order to be placed at the same step as the new hire. The criteria and plan for this will be mutually agreed to by the immediate Supervisor and employee.

Section 11. Reclassifications

In the event an employee's job duties or responsibilities are changed because of departmental reorganization or reduction of positions, the supervisor will prepare a revised job description to be reviewed by the Human Resources Dean. The Human Resources Dean will forward new and revised job descriptions and reclassification requests to LGPI.

If the job is reclassified, any increase in salary level will be retroactive to the time of the change in job duties or responsibilities.

Subsequent to contract ratification, a task force including bargaining team members will review current LGPI reclassification procedures and processes for effectiveness. A

report of findings and the recommendations for changes will be provided to management and the Association. Current processes relating to reclassification will continue uninterrupted during the time the task force is doing its work.

This task force will be formed fall Term 2007 and finish its work and present the results for ratification no later than June 30, 2008.

The College and the Association will review the reclassification system periodically for accuracy of job descriptions. Association members may request Association support or representation during any step during this process.

Purpose:

The purpose of the reclassification process is to review positions for appropriate placement on the salary schedule in accordance with the LGPI classification system.

Factors:

Factor definitions are maintained in the HR office for review. They include:

| Book 1 Factors: Technical/Secretarial/Paraprofessional | Book 2 Factors: Service/Maintenance |
|---|--|
| Knowledge | Knowledge |
| Experience | Experience |
| Complexity of Duties | Initiative and Ingenuity |
| Supervision Received | Physical Demand |
| Errors and Quality of Work | Mental Attention or Visual Demand |
| Contacts with Others | Responsibility for Equipment or Process |
| Confidential Data | Responsibility for Material or Service Quality |
| Manual Dexterity Requirements | Responsibility for Safety of Others |
| Working Conditions | Responsibility for Work of Others |
| Character of Supervision | Working Conditions |
| Scope of Supervision | Hazards |

Process:

If a supervisor is contemplating an organizational change or change in an employee's assignment, or if the employee sees a need for a review, they are to notify Human Resources in writing.

Upon receipt of the written documentation the Human Resource Dean will meet with the supervisor and employee to review the changes and the job description to determine if the job has changed sufficiently to warrant the completion of a revised position analysis questionnaire.

Within 10 (ten) working days of receipt of a completed revised position analysis questionnaire, the Human Resource Dean will forward the document to LGPI for factoring, development, of a revised job description and salary placement. The supervisor, employee, and Association shall be notified at the time of submission to LGPI, and the time it is returned back to the College, and other status updates as may be desired.

Upon receipt of the placement and revised job description, the Human Resource Dean will schedule a meeting with the supervisor and the employee to communicate the result, including effective date. If the job is reclassified, any increase in salary level will be retroactive to the change in job duties or responsibilities.

Appeal:

If the employee wishes to appeal any step of this process or result they can request an appeal by the Human Resources office. The appeal will consist of the Dean of HR, the employee, his/her supervisor, and the Classified Association, which will discuss the issues concerning the reclassification and will work out a solution.

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

Section 1. Layoff/Reduction-in-force

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. Part-time, probationary, substitute, and temporary employees filling unit slots shall be laid off first.

Employees shall be given a minimum of forty-five (45) working days advance written notice of layoff, indicating the circumstances that make the layoff necessary. A copy of each layoff notice shall be sent to the Association President at the same time it is sent to the employee.

The College shall make available, not less than annually, or when layoff is imminent, a seniority list showing the classification series and length of continuous service of each employee covered by this Agreement. A copy of said list will also be furnished to the Association.

Upon receipt of written notice of layoff, an employee will have ten (10) working days to respond to the Human Resource Office indicating an interest in applying for vacancies and/or exercising their bumping rights. Failure to make application within the aforementioned ten (10) working days shall result in waiver of all bumping rights, but shall have no affect on recall rights.

The College shall provide, for all laid-off employees, insurance benefits equal to the amount being provided at the time of layoff, for a period three (3) months.

Section 2. Bumping Rights

Employees have the right to make application, based on seniority provisions and minimum qualifications, to exercise their bumping rights. The Dean of Human Resources will review the effected employees' qualifications.

Minimum selection criteria for the position held by the least senior member within the same salary grade will be reviewed first. If the effected employee does not meet the minimum selection criteria for the least senior position, review of minimum selection criteria would then proceed to the second least senior member. If all avenues of less senior members within the same salary grade are exhausted, the process moves to the least senior member at the next lower salary grade. This procedure shall be repeated until the least senior member has been displaced, or the original effected member is laid off.

The review will be completed within ten (10) working days and the effected employee and the Association will be notified in writing. If the employee disagrees with the Human Resource Dean's interpretation of qualifications, the employee may appeal said decision, in writing, stating the basis of the disagreement. The appeal must be filed with

the President's Office within five (5) working days following notification of qualifications decision and the College President will review the appeal. The President's decision shall be final and binding on all parties and is not subject to the grievance procedure.

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

The terms "SALARY GRADE" (LEVEL) as used herein, shall be as indicated in the Classified Staff Salary Structure marked Appendix A.

Section 3. Recall

In the event an employee has exhausted all rights contained in this Article, and is laid off, said employee shall be retained on a general recall list for a period of twelve (12) months. During the general recall period, laid off employees will have access to tuition waiver benefits. The employee will be notified and have the right to return to the original position, if that position is reinstated, within a period of twenty-four (24) months from the date of layoff. If the employee has been recalled to another position and the original position is reinstated, the employee may apply as an internal candidate.

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

All benefits to which an employee was entitled at the time of his/her layoff will be restored to him/her upon his/her return to active employment, and he/she will be placed on the appropriate step of the salary schedule.

Article 7. HOLIDAYS

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

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

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

Observation of these holidays will be determined by the academic calendar.

If the college releases staff early before a holiday, staff required to stay at work will be granted compensatory time to be used on another date.

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

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

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

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

1. Failure to report to work or to give notice of no-show prior to and after the holiday.
2. Notice of termination that is designed to include only the holiday benefit. In order for the terminating employee to receive the holiday pay, that employee must work one (1) day following the holiday. Exceptions may be made by the Human Resource Dean.
3. An employee properly suspended and not reinstated from work or other disciplinary action that would result in a pay deduction.
4. While 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 employees.

Article 8. VACATIONS

Employees covered in this Agreement shall be entitled each year to an annual vacation, with pay, according to the following schedule:

| | | | | | | | | | | | |
|------------------|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|
| Number of Years: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| Number of Days: | 11 | 11 | 11 | 13 | 14 | 17 | 17 | 17 | 18 | 19 | 23 |
| Hours: | 88 | 88 | 88 | 104 | 112 | 136 | 136 | 136 | 144 | 152 | 184 |

Employees shall be able to take their vacation during their employment year on a first come, first serve basis within their departments in consultation with their supervisor. The purpose of the vacation time need not be disclosed. However, in the case of a conflict in scheduling, the senior employee shall have first choice, provided the application was submitted forty-five (45) calendar days prior to the commencement of the vacation. The forty-five (45) day period is to be used only for the purpose of preserving the employee's seniority and does not imply that vacation time must be requested forty-five (45) days in advance. If the supervisor is going to deny the vacation request, the denial will be within two (2) working days of receipt of the vacation request form.

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

Vacation hours shall be credited monthly according to the above table, prorated to percent of employment. A maximum of twenty-two (22) days (176 hours) of earned vacation can be carried over from one (1) year to the next. Days in excess of twenty-two (22) (176 hours) must be scheduled prior to August 31 and taken prior to December 31 of each year. Days/hours in excess of twenty-two (22)/(176 hours) not utilized will be subsequently lost. In no case will employees be compensated for hours lost. In the event an employee has accumulated excess vacation time, the supervisor shall work with the employee to schedule necessary vacation time so that the employee does not lose earned vacation time.

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

Article 9. LEAVES OF ABSENCE

Section 1. Parental 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.

Parental leave-without-pay for a reasonable period, not to exceed six (6) months, shall be granted by the College at the request of the employee. Complications affecting return to work shall be considered for extension of the leave of absence for an additional period not to exceed six (6) months.

- B. Upon return from parental leave, the employee shall have the right to return to the same position held before going on parental leave, or to an equivalent position for which that employee is qualified.
- C. An employee's seniority, as defined in Article 4, is not impacted by parental leave.

Section 2. Family Medical Leave

Employees may request, in writing, a medical leave for the purpose of caring for a family member with a serious health condition. Such leaves shall be in accordance with ORS 659.470-659.494.

An employee is entitled to a total of twelve (12) weeks of leave during any calendar year for one or more of the following reasons: 1) birth or placement for adoption or foster care for a child, within twelve (12) months of the birth or placement; 2) the serious health condition of a spouse or domestic partner, child, parent and/or immediate family member or 3) the employee's own serious health condition. Employees may be placed on Family Medical Leave either at the employee's request or at the employer's discretion. The employee is required to use all eligible vacation, sick leave, personal and/or compensatory time concurrent with Family Medical Leave time.

Detailed information regarding notification, application, certification, and definitions relative to Family Medical Leave are available in the Human Resource Office.

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

Section 3. Sick Leave and Donation of Sick Leave

Accrual Employees shall accrue sick leave at the rate of one (1) day for each month worked to be used in the event of employee illness or illness of a family member, as well as for medical/dental care. Sick leave shall be accrued without limit.

Physician's Statement: If the use of sick leave becomes excessive, or if a pattern of absences occurs which becomes problematic, the College may require a doctor's slip prior to returning to work.

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

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

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

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

Section 4. Compassionate Leave

In addition to regular sick leave, an employee shall be granted three (3) days leave for each occurrence in the event of death in the family of the employee to make household adjustments and/or attend funeral services. If the member needs additional compassionate leave, they may use accrued vacation, sick, personal, or unpaid leave.

Section 5. Jury Duty

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

Section 6. Military Leave

Military leave is granted to permanent full-time employees for temporary active duty as required by federal and state law.

Employees required to attend summer encampment 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 calendar year.

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 non-commission status, and on a voluntary or involuntary basis, in a uniformed service.

Section 7. Association Leave

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

Section 8. Professional Development Leave

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

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

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

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

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

Section 9. Educational Leave

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

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

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

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

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

Section 10. Personal Leave

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

Article 10. WAGES AND BENEFITS

Section 1. Salary

Effective July 1, 2007 Appendix A will be the Classified Salary Schedule

On July 1, 2008 Appendix A base salaries will be adjusted by the Portland area CPI-U (2.5%-3.5%) plus 1% for a range of 3.5% to 4.5%.

On July 1, 2009 Appendix A base salaries will be adjusted by the Portland area CPI-U (2.5%-3.5%) plus 1% for a range of 3.5% to 4.5%.

Section 2. Step Advancement

Scheduled step advancements are effective July 1. A new employee must complete his/her probation prior to March 31 to be eligible for step movement the following July.

Individual step advancement will occur annually.

If an employee is absent for more than six and one-half (6½) consecutive months due to any form of leave other than Professional Development or Educational leave, or has reached Step 15, or was hired between December 16 and June 30, that employee will serve longer than the required one year before step advancement.

Employees who have been employed by the College for a full twelve (12) years and who have risen to and been at Step 15 for two (2) or more years will be given an annual longevity bonus equal to one (1) percent of their annual salary.

Section 3. Description of Benefits

A. Life Insurance

The College shall provide each employee with a minimum of \$10,000 life insurance policy and a maximum rounded to the nearest one thousand dollars of annual base pay not to exceed \$50,000.

B. Long-term Disability

The College shall provide each employee with long-term disability insurance.

C. Dental Insurance

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

D. Health Insurance

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

The Insurance Committee shall review college health, supplemental life and dental insurance programs on a year-to-year basis and make recommendations regarding premium charges, coverage and renewal, including the possible participation in a statewide insurance pool. The committee also deals with Employee Assistance issues.

The Insurance Committee shall contain at least two Classified members. Selection of members to fill the representative positions are to be made by the association.

E. Employee Assistance Plan

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

F. Benefit Package

Effective October 1, 2007, the total College contribution for the above benefits shall be according to the table below. If the total contribution is insufficient to cover the needs of the individual employee, then the College shall deduct the balance from the employee's monthly salary.

| | 2007-8 | 2008-9 | 2009-10 |
|---------------|--------|--------|---------|
| Employee Only | \$528 | \$540 | \$555 |
| Employee + 1 | \$580 | \$605 | \$630 |
| Family | \$760 | \$790 | \$830 |

G. Fringe Benefits During Leaves

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

H. Benefits shall be prorated as follows:

- a. One-half ($\frac{1}{2}$) but less than three-fourths ($\frac{3}{4}$) time = 50%
- b. Three fourths ($\frac{3}{4}$) to full time = 100%

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

- I. It is recognized by the Board that attendance at professional meetings, participation in trainings, or enrollment in appropriate courses and/or workshops makes a more learned and valuable employee.

To facilitate participation in such activities, the college will provide \$20,000 per year of this contract for professional development available to classified employees on a first come-first served basis with no person utilizing more than \$400 per year. If there is money remaining to be claimed by April 1 each year, members will be allowed to reapply for additional funds not to exceed an additional \$400.

Section 4. Tuition

- A. Clackamas Community College

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

- B. Advanced Degree Program:

Clackamas Community College and Marylhurst University have developed a joint agreement for eligible employees to attend classes at Marylhurst with the goal of obtaining an advanced degree. To be eligible, employees must have earned a minimum of an Associate degree and must file an approved Professional Development Plan with the Human Resource Office. The Professional Development Plan shall not be considered a permanent part of the employee file. Clackamas Community College will pay one-third (1/3) of the tuition, Marylhurst University will waive one-third (1/3) of the tuition, and the employee will be responsible for one-third (1/3) of the tuition. Specific details and procedures are available in the Human Resource Office.

For employees who wish to pursue an advanced degree at a college other than Marylhurst, the College will provide tuition reimbursement for no more than one-third (1/3) of the tuition cost of the college the employee is attending, providing it does not exceed one-third (1/3) of the cost of Marylhurst's tuition. The employee must provide proof of enrollment to the Human Resource Office to get reimbursed.

It is the College's intent to continue this program for the duration of this Agreement, pending the availability of funds and Marylhurst University approval.

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

Section 5. PERS/OPSRP Pickup

The College shall pick up, assume and pay statutory required employee contributions to the Public Employees Retirement System (PERS)/Oregon Public Service Retirement Plan (OPSRP) for the employee members participating in the Public Employees Retirement System/Oregon Public Service Retirement Plan.

The full amount of required employee contributions, picked up or paid by the College on behalf of employees pursuant to this agreement, shall be considered as salary within the meaning of ORS 237.003(8) for the purpose of computing an employee members "final average salary" within the meaning of ORS 237.003(12), but shall not be considered as salary for the purposes of determining the withholding of employee contribution required to be computed pursuant to ORS 237.071. Such pick up or paid employee contribution shall be credited to employee's account pursuant to ORS 237.071(2) and shall be considered to be employee's contribution for the purposes of ORS 237.001 to ORS 237.320.

In the event PERS/OPSRP or the legislature disallows the 6% contribution or any portion thereof, the College will bargain with the Association to continue the 6% as part of the compensation package.

Section 6. Payroll

Payroll errors will be adjusted in a manner acceptable to the employee and the College.

All salary payments will be made on the last banking day of the calendar month worked. However, the December paycheck will be paid on the first banking day of January. 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 on the date of this agreement, including but not limited to any portions that may be used for political purposes.

Article 11. PERSONNEL FILES

Section 1. Member Review

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

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

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

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

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

Section 2. Negative and Confidential Material

All negative and confidential material including annual evaluation forms, documentation of unsatisfactory performance, verbal or written reprimands, and records of disciplinary action shall be considered temporary contents of the employee's personnel file. Upon mutual agreement of the employee and the Human Resource Dean or Division Dean these materials shall be removed and destroyed three (3) years after being placed in the file, if there has been no subsequent material placed in the file related to the same situation.

Section 3. Confidential and Incident 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.

Incident files: Documents related to the investigation of incidents will be retained in

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

Section 4. Added Material

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

Article 12. RETIREMENT

Section 1. Early Retirement

The College will provide the following benefits to employees who have completed twelve (12) consecutive years of service with the College just prior to retirement, who are qualified and executing PERS retirement, but not yet sixty-five (65) years of age, and who elect the option of early retirement. The Association and the College agree to create a task force to study alternatives to the current early retirement system. The intent is to gradually, but as quickly as possible and starting as soon as possible, replace the current system with a program that better reflects the needs of employees and the College.

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

- A. If the employee is not yet age sixty-two (62) after meeting eligibility requirements in Section 1 above, the employee is eligible for 1, 2, and 3 listed below under Benefits.
- B. If the employee is age sixty-two (62) but not yet age sixty-five (65), after meeting eligibility requirements in Section 1 above, the employee is eligible for 2 and 3 listed below under Benefits.
- C. Until June 30, 2010 if the employee is age sixty-two (62), but not yet age sixty-five (65) after meeting eligibility requirements in section 1 above, the employee is eligible for a monthly stipend determined from the following chart according to the employees classification level at retirement for a maximum of 12 months if retiring at age 62, a maximum of 8 months if retiring at age 63 and a maximum of 4 months if retiring at age 64.

BENEFITS

- (1) Beginning July 1, 2007 a monthly stipend determined from the following charts according to the employees classification level at retirement, for a maximum of forty-eight (48) months or until the employee reaches age sixty-two (62). 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-two (62).

| | | | | | | | | | | | | | | |
|--------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|------|--------|-----|-----|
| Grade | I | II | III | IV | V | Vt | VI | VIt | VII | VIIIt | VIII | VIIIIt | IX | IXt |
| Amount | 278 | 316 | 361 | 412 | 470 | 528 | 535 | 587 | 610 | 642 | 695 | 736 | 793 | 824 |

- (2) Medical and dental insurance generally provided employees, limited to two-party coverage until retiree reaches age sixty-five (65) and shall be subject to approval of carrier. In the first year of retirement this benefit shall be the dollar amount in effect during the employee's last year of work thereafter increased by the previous calendar year's Portland area CPI-U (with a range of 2.5%- 3.5%). For

employees hired into a bargaining unit position after July 1, 2002, the CPI-U adjustment will not continue beyond the date of retirement.

- (3) Existing (employer paid group plan) life insurance coverage at the time of retirement (maximum \$50,000) for employee until age sixty-five (65)

Changes to Article 12, Section 1 will require ratification by the Classified Association.

Section 2. Credit for Part-time Service

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

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

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

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

Section 3. Notice of Anticipated Retirement

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

Section 4. Transferability of Benefits

Stipends or benefits are not transferable to a spouse in the event of the employee's death.

Section 5. Obligation of the College

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

Article 13. EVALUATION

It is the intent of the evaluation process that the supervisor and employee engage in discussion on an ongoing basis about performance issues. The evaluation process should be seen as a communication tool between supervisor and employee, a formal opportunity to review the employee's job description and work activities, and an opportunity for employee self-improvement. In addition, the evaluation provides a record of the employee's performance for the employee personnel file. The evaluation process is not the appropriate time to initiate disciplinary action as described in Article 14.

Section 1. Evaluation Form

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

Section 2. Timing

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

Beginning with their fourth (4) year, employees shall be evaluated at least every three (3) years.

If the June 15 deadline is not met, then the member's evaluation shall be determined to be satisfactory.

Section 3. Pre-evaluation

At least five (5) working days prior to the scheduled evaluation meeting, the employee will be provided with copies of the evaluation form, guidelines and instructions given to supervisors, and a copy of the employee's job description. To facilitate the actual evaluation meeting, the employee may complete a self-evaluation which may be shared with the supervisor. The employee's self-evaluation is not intended to replace the supervisor's evaluation in the personnel file.

Section 4. Evaluation Meeting

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

- a. If the supervisor has rated any portion of the employee's job performance as less than excellent, the employee may ask in writing for specific suggestions for improvement from the supervisor.

- b. If the supervisor has rated any portion of the employee's job performance as less than satisfactory, the supervisor must provide written suggestions for improvement to the employee.
- c. If the supervisor has rated any portion of the employee's job performance as unsatisfactory, a specific example(s) must be indicated. Specific steps the employee should take to improve performance must also be listed in writing.
- d. In instances where any element of an employee's job performance has been listed as unsatisfactory on the annual evaluation, a follow-up progress report on that element alone must be filed in the Human Resource Office within six (6) months of the previous evaluation.
- e. No example(s) of unsatisfactory job performance shall be listed on the evaluation form unless prior discussion(s) have been held with the employee.
- f. The employee may ask another staff/Association member to be present during the evaluation meeting, as provided in Article 2, Section 4. The supervisor may also have another person present. If either the employee or the supervisor desires to have another person present, the other must be notified in advance of the meeting.
- g. The employee shall sign the evaluation form at the conference and be given a copy of the evaluation at that time. Such signature shall only indicate that the employee has seen the evaluation.

Section 5. Employee Comments

The employee shall have ten (10) work days from the conference to make any written comments on the evaluation. Upon request the supervisor will grant a conference to discuss the employee's written comments. The employee and/or the supervisor may have another person in attendance at that conference. The comments shall be attached to the evaluation in the personnel file.

Section 6. Additional Evaluations

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

Section 7. Lead Person/Team Leader

For those employees who have a lead person/team leader responsibility as defined in Article 5, the evaluation will include the employee's performance of the duties of the lead person/team leader assignment.

Section 8. Grievances

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

Article 14. DUE PROCESS RIGHTS AND TERMINATION FOR JUST CAUSE

Section 1. Discipline and Discharge

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

Any employee needing support or clarification pertaining to respective rights under this Agreement is encouraged to seek Association advice and have an Association representative present at each step of this procedure. No bargaining unit member shall be disciplined or discharged without just cause.

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

Section 2. Causes for Disciplinary Action

The following are actions / behaviors that may be deemed sufficient to initiate disciplinary action:

- Insubordination,
- neglect of duty,
- disclosure of unauthorized information,
- refusal to cooperate and maintain good working relations,
- unauthorized or unreported absence,
- unauthorized willful violation of a rule or regulation set by the institution,
- conviction of a crime which is of such a nature that it indicates that the classified member may be a threat to the persons or property at the College in that the continuation of professional duties may be disruptive to the working of the College,
- willful violation of any part of the terms of permanent employment as defined by the job description and standard rules of employment,
- consumption of and/or use of intoxicants while on duty or in a state of intoxication when reporting for work,
- failure to perform the job in a satisfactory manner, or
- a pattern of behavior resulting in an unsatisfactory rating as noted in two (2) or more evaluations within a period of two (2) years.
- discrimination/harassment.

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

Section 3. Steps in the Disciplinary Process

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

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

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

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

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

Step 4. Immediate Suspension– Under certain circumstances, an employee may be suspended immediately, with or without pay due to flagrant misconduct,

pending an investigation of the circumstances that lead to the immediate suspension. Flagrant misconduct includes, but is not limited to, the following:

- Unprovoked assault on anyone while on duty,
- dishonesty,
- willful or careless destruction of property,
- gross insubordination,
- sale of intoxicants or illegal drugs as well as those items listed in Section 2 of this Article.

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

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

Section 4. Further Action

If after six (6) months from the date of a written reprimand or suspension no further action has been required, the employee's immediate supervisor shall prepare a written report of the employee's progress regarding the specific problem, which shall be distributed to the employee and to the supervisor's immediate supervisor. A copy shall also be placed in the employee's personnel file. Any written materials older than three (3) years shall not be used in any subsequent disciplinary action. Such materials may be removed from the employee's file as provided in Article 11.

Section 5. Appeal

In the event the employee does not agree with any action related to this process, the employee, through the Association, shall notify the College, in writing, within fifteen (15) working days from the date of the action, stating their intention to go to arbitration. The matter will then enter the grievance procedure at Step 2. The fees of the arbitrator and the necessary expenses (inclusive of payment to witnesses) of any arbitration proceeding shall be borne by the losing party or 50/50 percent split if a split decision, and each party shall pay the fees of its own counsel or representative.

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

Article 15. GRIEVANCE PROCEDURE

Section 1. Purpose

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

Section 2. Definitions

- A. A "grievance" is a dispute by an employee or group of employees or the Association based upon the interpretation, violation, or application of this Agreement, but shall not include:
 - a. Written complaints relating to the merits of discipline and discharge of members, which matters are governed by Article 14.
 - b. Written complaints relating to the merits of discipline and discharge of a probationary employee, which matters are governed by Article 5.
- B. For purposes of this Article, a "working day" shall be any day for which the employee is assigned to work or would have been assigned to work except for being laid off as outlined in Article 6 Layoff.

Section 3. Process

- Step 1. Whenever a dispute arises over the interpretation, violation, or application of this Agreement that cannot be settled informally between an employee or group of employees and the immediate supervisor, the matter shall be reduced to writing and delivered to the Human Resource Office and the Association President within thirty (30) working days following the day the employee became aware of the situation leading to the grievance.

If written notice is not served in accordance with the time limits listed above, 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 any third party.

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

- Step 2. Should the grievant(s) and/or Association President and the Human Resource Dean be unable to resolve the matter within thirty (30) working days after it was filed, the matter may be submitted to binding arbitration.

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, it shall within thirty (30) working days from the date it was filed with the Human Resource Office, file a written notice of a request for arbitration with the Human Resource Office.

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.

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:
 - a. The arbitrator will be without authority to make any decision which requires the commission of an act prohibited by law.
 - b. 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.
 - c. 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.
 - d. The decision of the arbitrator will be forwarded to the College and the Association and will be final and binding upon the parties.

Section 5. Association Representatives

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

Section 6. College/Association Grievance Meetings

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

Section 7. Time Limits

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

Section 8. Expenses

The costs of the services of the arbitrator, including per diem expenses, travel, and the cost of the hearing rooms, if any, will be shared equally by both parties; however, in instances that result in arbitration based on Due Process Rights and Termination for Just Cause (Article 14), the above costs will be borne by the unsuccessful party or 50/50 percent split if a split decision. All other costs will be borne by the party incurring them.

Section 9. General Provisions

1. Any employee may be represented at all stages of the grievance procedure by a representative of the Association. Where more than one (1) employee has a common grievance, the Association President may initiate a group grievance on their behalf. The Association President shall have the right to initiate a grievance growing out of an alleged violation of Association rights under this Agreement.
2. Meetings and hearings under this procedure shall be conducted in public and shall include only parties in interest and their designated or selected representatives.
3. 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.

4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, except the written grievance decision which shall be kept in the personnel file of the employee(s).
5. No reprisals of any kind will be taken by the College or any staff member due to the fact that an employee participated in the grievance procedure.

Article 16. GENERAL PROVISIONS

Section 1. Pledge Against Coercion

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

Section 2. Conformance with Law

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

Section 3. Management Clause

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.

Section 4. Funding

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

Article 17. NO STRIKES OR LOCKOUTS

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

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

This Article shall be terminated following the receipt and rejection of a fact finder's report by either of the parties.

Employees shall retain all rights under ORS 243.698

Article 18. 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 19. DURATION OF AGREEMENT

- A. Except for Section B below, this Agreement shall be effective as of the first day of July 2007 and shall remain in full force and effect until the thirtieth day of June 2010.
- B. The parties agree to enter into collective bargaining to modify this Agreement no later than February 1, 2010.
- 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 bargaining unit, shall be construed to constitute a continuing waiver or the right to enforce such provision.

Ron Adams Chairperson
CCC Board of Education

Dean Walch, President
CCC Association of Classified Employees

Dennis Chapman
Management Bargaining Team

Tara Davisson
CCCACE Bargaining Team

Baldwin van der Bijl
Management Bargaining Team

Debbie Mullins
CCCACE Bargaining Team

Diane Drebin,
Management Bargaining Team

Scott Branscum
CCCACE Bargaining Team

William Leach,
Management Bargaining Team

Jean Arndt
CCCACE Bargaining Team

Lynda Graf
CCCACE Bargaining Team

Appendix A SALARY STRUCTURE

| 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 |
|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|
| IXt | 4626 | 4761 | 4899 | 5041 | 5187 | 5337 | 5492 | 5651 | 5815 | 5984 | 6158 | 6336 | 6520 | 6709 | 6904 |
| IX | 4451 | 4580 | 4713 | 4849 | 4990 | 5135 | 5283 | 5437 | 5594 | 5757 | 5924 | 6095 | 6272 | 6454 | 6641 |
| VIIIIt | 4130 | 4250 | 4374 | 4500 | 4631 | 4765 | 4903 | 5046 | 5192 | 5343 | 5497 | 5657 | 5821 | 5990 | 6164 |
| VIII | 3904 | 4017 | 4134 | 4254 | 4377 | 4504 | 4635 | 4769 | 4907 | 5050 | 5196 | 5347 | 5502 | 5661 | 5826 |
| VIIIt | 3606 | 3711 | 3818 | 3929 | 4043 | 4160 | 4281 | 4405 | 4533 | 4664 | 4799 | 4939 | 5082 | 5229 | 5381 |
| VII | 3424 | 3524 | 3626 | 3731 | 3839 | 3951 | 4065 | 4183 | 4305 | 4429 | 4558 | 4690 | 4826 | 4966 | 5110 |
| VIt | 3299 | 3394 | 3493 | 3594 | 3698 | 3806 | 3916 | 4029 | 4146 | 4267 | 4390 | 4518 | 4649 | 4784 | 4922 |
| VI | 3004 | 3091 | 3181 | 3273 | 3368 | 3466 | 3566 | 3669 | 3776 | 3885 | 3998 | 4115 | 4233 | 4356 | 4482 |
| Vt | 2962 | 3048 | 3137 | 3228 | 3321 | 3417 | 3517 | 3619 | 3724 | 3823 | 3943 | 4057 | 4175 | 4296 | 4420 |
| V | 2635 | 2711 | 2790 | 2871 | 2954 | 3040 | 3128 | 3219 | 3312 | 3408 | 3507 | 3609 | 3713 | 3821 | 3932 |
| IV | 2311 | 2378 | 2447 | 2518 | 2591 | 2666 | 2744 | 2823 | 2905 | 2990 | 3076 | 3166 | 3257 | 3352 | 3449 |
| III | 2027 | 2086 | 2147 | 2209 | 2273 | 2339 | 2407 | 2477 | 2548 | 2622 | 2698 | 2777 | 2857 | 2940 | 3025 |
| II | 1778 | 1830 | 1883 | 1938 | 1994 | 2052 | 2111 | 2172 | 2235 | 2300 | 2367 | 2436 | 2506 | 2579 | 2654 |
| I | 1560 | 1605 | 1652 | 1700 | 1749 | 1800 | 1852 | 1906 | 1961 | 2018 | 2076 | 2136 | 2198 | 2262 | 2328 |

If the Local Government Personnel Institute (LGPI) reviews a Position Analysis Questionnaire and determines that it should be placed in a higher range above the present salary schedule, then a new salary range(s) may be added to the schedule using the same ratios and number of steps as the other ranges.

Appendix B

CONTRACT ADDENDUM E MEMORANDUM OF AGREEMENT CLACKAMAS COMMUNITY COLLEGE ASSOCIATION OF CLASSIFIED EMPLOYEES AND THE BOARD OF EDUCATION OF CLACKAMAS COMMUNITY COLLEGE

The Clackamas Community College Classified Association and the Board of Education of Clackamas Community College do hereby execute this Memorandum of Agreement to remedy the Grievance received by the Human Resource Office on September 12, 2006 and to become an addendum to the CCC A.C.E Contract.

The Association and the Board do hereby agree to the following:

All bargaining unit employees will be paid according to the contract provisions.

The College will reimburse any overdraft charges and/or expenses incurred due to the delay in automatic deposits.

The College will write a letter on behalf of all impacted employees' banks, credit unions or other creditors to explain and resolve any other issues caused by a delay in automatic deposits and any other financial inconvenience to employees.

The process for requesting reimbursement of overdraft or late fees and the written letter of explanation was distributed to all staff in a detailed report.

The College will avoid missing contractual payroll guidelines in the future by:

Asking employees and supervisors to meet deadlines for timesheets. Timely submission is essential to the next step.

Send the direct deposit file to the bank by 5 p.m. two (2) immediately preceding bank business days prior to the payday on the first, with an effective date of the 1st. This will allow a day to resubmit the file if there are any problems.

Evaluate banking services and options by initiating a request for proposals.

Additional confirmation / verification procedures: The Dean and Director of Financial Services will approve the direct deposit transmission before it is sent by staff.

The official college designated bank is to ensure that emails on transaction status are sent to both the Dean and the Director. Said bank will schedule an upgrade/training of the software used when accessing their website.

Evaluate and appropriately address training and staffing needs within the Business Office.

-
- Unanimously passed by the Association of Classified Employees Bargaining Team on November 15, 2006.
 - Unanimously passed by the Association of Classified Employees Board on November 16, 2006.
 - Ratified by the Association of Classified Employees on December 12, 2006.

For the College:
William Deirdorff, Interim VP 12/19/06
Dennis Chapman, Dean Human Resources

For the Classified Association
Dean Walch, President 12/19/06
Diana McKeever, Bargaining Member
Lynda Graf, Bargaining Member
Mike Caudle, Bargaining Member

Appendix C

CONTRACT ADDENDUM G MEMORANDUM OF AGREEMENT CLACKAMAS COMMUNITY COLLEGE ASSOCIATION OF CLASSIFIED EMPLOYEES AND THE BOARD OF EDUCATION OF CLACKAMAS COMMUNITY COLLEGE

The Clackamas Community College Classified Association (“Association”) and the Board of Education of Clackamas Community College (“College”) do hereby execute this Memorandum of Agreement to remedy the Grievance received by the Human Resource Office on April 5, 2007 relating to the April 2007 payroll. This Memorandum is to become an addendum to the CCC A.C.E. contract.

The Association and the College agree to the following:

1. Pay Date: When the 1st of any month falls on a Saturday, Sunday, or other bank closure day, pay date will be the last banking day of the month prior to the 1st. This shall apply to all pay dates other than January 1st. The College and the Association are addressing this issue in bargaining in 2007 and expect to agree on language relating to this issue in the new agreement.
2. Payroll Task Force Meetings: College and Association leaders/representatives will continue to meet monthly to review the status of data submission and payroll processing. These meetings will continue until the A.C.E is satisfied with payroll processing.
3. Payroll Communications: The College will communicate any material change in payroll practice or policy (e.g. change in withholding tables, irregularities due to systems issues or causes beyond the College’s control) which could affect College staff, including the Association’s members. In addition to the A.C.E. President being directly notified, this communication will include the normal communication channels (FYI, all-staff email or broadcast message, etc.) as appropriate to attempt to provide the information to those affected as soon as practical after the College learns of the change or issue.
4. Flex 125 Payments: The College will make timely Flex 125 monthly payments, in a manner in which receipt by the Flex 125 provider is documented, on or before the 10th of the month. This transmittal method will continue until the A.C.E is satisfied with payroll processing. If the college fails to do so, the College agrees to make a \$500 donation to the Association’s scholarship fund in recognition of the impact to Association members.
5. TSA Payments: The College will make timely monthly payments to TSA providers, in a manner in which receipt by the TSA providers is documented, on or before the 10th of the month. This transmittal method will continue until the A.C.E is satisfied with payroll processing. If the College learns of any difficulties in making these payments, or receipt of these payments by the TSA provider, the College will notify the A.C.E. President and College staff, including the affected members of the Association, as appropriate as soon as practical after the College learns of the change or issue.
6. The Association and the College agree to review this MOA in December 2007.

For the College:

William (“Bill”) Dierdorff 5/30/07
Dennis C. Chapman 5/18/07

For the Classified Association:

Dean Walch, President 5/24/07
Tara Davisson 5/18/07
Mike Caudle 5/23/07
Lynda Graf 5/24/07
Stuart Long 5/25/07