
Fulltime Faculty Agreement



Clackamas Community College
and
The Clackamas Community College
Education Association, OEA

July 1, 2007 to June 30, 2010

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PREAMBLE

CONTRACT BETWEEN
THE CLACKAMAS COMMUNITY COLLEGE EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION OF CLACKAMAS COMMUNITY COLLEGE

This Agreement is entered into by and between the Clackamas Community College Education Association, hereinafter called the "Association," affiliated with the Oregon Education Association, hereinafter called the "OEA," and the National Education Association, hereinafter called the "NEA," and the Board of Education of Clackamas Community College, hereinafter called the "Board."

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of Clackamas Community College is their mutual aim and that the character of such education reflects the quality and morale of the instructional service, and

WHEREAS, the Board has a statutory obligation, pursuant to Oregon revised statutes, to negotiate with the Association as the representative of its personnel with respect to wages, hours, and other terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive representative for all full-time faculty annually contracted employees. This includes instructors, librarians, counselors, nurses, coaches, and department chairpersons and excludes supervisors who effectively make recommendations on hiring, promotion, and assignment.

The above definition will include staff members on grant funds; however, it is understood that if the grant as funded conflicts with salary or fringe benefit provisions of this Agreement, such persons will be paid according to the Agreement. When any application for a grant is made, it will include requests for sufficient funds to cover person(s) in accordance with this Agreement.

- B. The terms "faculty," "instructor," or "member" when used in this Agreement shall refer to all employees in the bargaining unit as defined in Section A of this Article.
- C. The term "College President" shall mean the Clackamas Community College President or designee.
- D. The term "Association President" shall mean Clackamas Community College Education Association President or designee.
- E. All titles and pronouns used in this agreement shall include both male and female persons.

ARTICLE 2

ASSOCIATION AND MANAGEMENT RIGHTS

A. Information

Upon request, the Board agrees to furnish to the Association information necessary for its functioning as the exclusive representative of the faculty in bargaining and contract administration. Such information shall include salary, benefits, conditions of employment, a monthly report of personnel changes, and names and addresses of bargaining unit members.

B. Released Time for Meetings

Whenever any representative of the Association or any instructor or member participates during work hours in negotiations and grievance proceedings concerning the administration of the Agreement, that person shall suffer no loss in pay. Such meetings shall be scheduled during an instructor or member's class time only at the request of or with the consent of the College.

C. Use of College Facilities

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.

D. Use of School Equipment

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.

E. Bulletin Boards

The Association shall have the use of a portion of each official personnel bulletin board.

F. Mail Facilities and Mail Boxes

The Association shall have the right to use the intra-College mail facilities, e-mail, voicemail, and faculty mail boxes as it deems necessary.

G. Office Space

The Association shall be provided, without cost to it, adequate office space in a building at a location and of a description to be mutually agreed upon. The Association shall be assigned a long distance code and pay the appropriate costs.

H. Communications and Faculty Input

1. The employees and management recognize a joint responsibility in the communication process.
2. The College President will communicate to the Association President substantial proposed changes in established policy and/or administrative procedures. The Association President will be allowed to submit alternative proposals to Management.
3. The College President recognizes the right of the Association to have a representative at all general President's Council meetings.
4. The College agrees to negotiate changes involving mandatory subjects of bargaining prior to implementation in the event such would be legally required.
5. The College agrees to negotiate the impact on the members of the bargaining unit of changes prior to implementation in the event such would be legally required.

I. Board Meetings

The Board shall place on the agenda of each regular Board meeting as an early item for consideration under "New Business" any matters brought to its consideration by the Association as long as those matters are made known to the President's Office in accordance with the Board's agenda policy.

J. Board-Association Relations

Since the Board and the Association recognize the importance of communications and faculty participation in maintaining good working relationships, they agree to maintain the current practices of faculty participation in President's Council, College Council and other college committees as well as participation of the association president as an ex-officio member of the Board.

K. Management Rights

It is recognized that the Board 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 College President and his Administration, in accordance with such policy or procedure as from time to time may be determined. The foregoing enumerations of the functions of the Board assume that the Board retains all functions not specifically nullified by this Agreement.

L. Conformity to Law

1. This Agreement shall be governed and construed according to the U.S. Constitution and Laws of the State of Oregon. If any provisions of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.
2. In the event a provisions(s) is/are determined to be contrary to law as stated in 3.1, such provision shall be renegotiated.
3. The parties will enter negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provisions(s).
4. Any provision of this Agreement which may be contrary to law at the time of making this Agreement, but become lawful during the life of this Agreement, shall take effect upon their lawfulness.

ARTICLE 3

RIGHTS AND RESPONSIBILITIES OF MEMBERS

Rights

The College agrees not to interfere with the right of employees to become members of the Association, and there shall be no discrimination, interferences, restraint, or coercion by the College of 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.

Pledge against Harassment, Discrimination and Coercion

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 kind of behavior, action or language that could be reasonably perceived as hostile, discriminatory, intimidating, violent or abusive.

The College shall maintain an environment that is free of any form of harassment related to a person's gender. Sexual harassment is defined by the state to include any unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other communication of a sexual nature.

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, gender, marital status, sexual orientation, race, color, creed, national origin, political affiliation or physical and/or mental disabilities as defined by applicable federal and state laws and regulations.

- A. It is recognized that instructors have an existing property interest in their positions in the sense of the Oregon and United States Constitutions.
- B. The instructor shall maintain the exclusive right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without the approval of the instructor, as long as said instructor is a staff member and employed at Clackamas Community College.
- C. Job Description - Instructor

The primary responsibility of Clackamas Community College instructors is to instruct. Faculty members shall prepare and present the content and material of their courses. They shall conduct their classes in a manner which will reflect dignity of scholarship and provide a suitable atmosphere for learning.

Instruction is the primary function of the College; all operations of the institution exist to facilitate this goal. Through professional services of high quality and effective faculty, educational excellence can be achieved.

Responsibilities and duties

Instructors shall:

Be responsible for imparting knowledge and developing skills through the instructional process under the direction of the department, the division and the College Administration. In carrying out their responsibilities, instructors shall exercise independent judgment based on adequate knowledge of subject matter, professional goals of subjects taught, teaching strategies, interpersonal relationships, and teaching theories and methodologies.

Instructors will be responsible for meeting classes, instructing, advising, assisting and tutoring students, and performing other tasks related to instruction as assigned. Instructors will be expected to spend thirty (30) hours a week on campus, excluding lunch hours, but including off-campus instruction, distance education classes, telecommuting, or job related meetings. It is not anyone's intent to regularly monitor working hours, but it is recognized that instructors will fulfill their professional assignments as set forth herein. Instructors realize that their professional responsibilities may occasionally require more than the expected thirty (30) hours referred to above.

In addition to instruction, related assignments include, but are not limited to:

1. Course and materials preparation.
2. Reviewing and evaluating student progress.
3. Compiling data for routine reports as required by the College.
4. Assisting in the revision and development of course, curriculum, media, and committee concerns.
5. Attending and participating in department, division, and College meetings, and committee concerns.
6. Staff development, community services, and project development.

Some instructional situations are unique; for example, team teaching, clinical settings, and open labs. Instructional assignments will be made as required to accommodate these unique teaching and/or developmental situations.

D. Job Description - Counselor

The Counseling Department of Clackamas Community College is dedicated to provide services characterized by human warmth and positive regard for each individual. Through counseling, which stresses examination of each student's individual interests, needs, potential and circumstances, the counseling service functions as an individualizing force in the institutional process. Counseling encourages persons to develop responsibility and

effectiveness as students, citizens, and human beings. Counseling assists students to resolve and cope with educational, personal, and other problems. Services of the counseling department are available to all members of the community.

The role of the counselor in the institution is both responsive and active. As the needs of students, faculty, administration, and the public vary, so does the orientation of the activities of counseling vary in response to these needs. The services provided by the department may be categorized as: direct services to individuals and groups, instructional services, program development and support, and liaison with individuals and groups on and off campus.

Services of the Counseling Department may include, but are not limited to the following:

1. Student Services
 - a. Intake and integration of new students
 - b. Coordination and support of the faculty advising process
 - c. Follow-up on referrals from faculty and staff
 - d. Referral to on- and off-campus services
 - e. Counseling
 - f. Crisis intervention
 - g. Primary resource for instructional and procedural information
 - h. Coordination and provision of career and academic planning

2. Instructional Services
 - a. Classroom based instruction
 - Career
 - Human Development
 - Student Success
 - Counseling and guidance
 - Employment
 - College orientation
 - Communication classes

 - b. Counseling based on instruction of individuals and groups
 - Personal
 - Crisis
 - Career
 - Drug and alcohol
 - College Success
 - Decision Making
 - Personal growth and development

3. Advocacy for and support of programs designed to provide the widest range of counseling services to student populations
 - a. College orientation
 - b. Testing
 - c. Pre-registration and scheduling
 - d. Faculty advising

- e. High school continuation
 - f. Career counseling
 - g. Disabled student services
 - h. Foreign student services
 - i. High school relations
 - j. Minority support
 - k. At risk populations
 - l. Recruitment
 - m. Retention
 - n. Curriculum development
4. Liaison with college departments and services
- a. Consultants and back-up to faculty advising process
 - b. Close referral and interchange with all college departments concerning student referral, problem solving and information sharing
 - c. Service on college committees
 - d. Community agencies
 - e. Other educational institutions

E. Job Description - Librarians

Librarians will be responsible for providing library services for students, employees, and community residents. The librarians will exercise independent judgment based on adequate knowledge of library science; the instructional and professional goals of college programs; teaching theories, strategies and methods of instruction; interpersonal relationships; electronic technology; College policy; and outreach services with college staff and community.

Responsibilities and duties:

Librarians shall provide professional reference, library instruction, collection management, and technical services, and will discharge other responsibilities as determined by department requirements and programs.

Specific duties shall include, but are not limited to:

1. Instructing library users individually and in groups in the location, organization, and use of library and information resources.
2. Instructing library users individually and in groups in the use of electronic resources.
3. Working with instructors to develop library-related assignments.
4. Developing relationships with other departments through the liaison function.
5. Cooperating with other libraries in the county and the state to foster total library service for all library users.
6. Establishing a professional development plan to remain current with advances in the field of library science and information delivery systems.
7. Recommending materials in a variety of formats, both print and non-print, for purchase based on user interests and curricular requirements so that the library collection is kept current and well balanced.
8. Participating in College-wide, divisional, and departmental meetings as scheduled.
9. Compiling data for reports as required by the College.

10. Cataloging, processing, and inventorying of all library materials in accordance with standard American Library Association and college procedures.
11. Directing classified staff employees assigned to library services.
12. Directing student assistants assigned to library services.

F. Job Description - Health Sciences Faculty

Faculty in Health Sciences have unique responsibilities associated with coordinating and managing clinical (practicum) experiences, simulation labs, curriculum, student supervision and evaluation. This additional workload is unique to healthcare education because of external accreditation requirements, clinical affiliate contracts, and state administrative rules. Often this work must be performed outside of regular college hours, including any day of the week and during any time period in a 24-hour day.

In addition to regular classroom instruction, Health Sciences faculty must maintain licensure/certification.

Other additional responsibilities may include but are not limited to the following:

1. Participating cooperatively with clinical affiliates, other educational programs, and community agencies to facilitate equitable access to clinical sites
2. Participating in student admission decisions
3. Arranging clinical placements
4. Attending initial and ongoing instructor orientations to clinical site
5. Orienting and mentoring adjunct clinical instructors
6. Establishing and maintaining relationships with staff at clinical sites
7. Travel to various clinical sites to evaluate individual students, both during regular college hours and overnight, evening, and weekend hours
8. Remaining in a standby, on-call status to individual students at a clinical site during overnight, evening, and weekend hours
9. Responding by phone or on-site visit to students while on-call as described above
10. Ongoing and final written and face-to-face student evaluations
11. Management of students having clinical performance difficulties

The responsibilities related to Clinical Labs/Simulation Labs are unique to the health sciences profession. Planning, supervision and evaluation of student proficiency are performed by faculty and often require one on one instruction and qualification of students by faculty.

Responsibilities related to curriculum are also unique. To maintain and improve the instructional program or curriculum the health sciences faculty must participate in external, ongoing workgroups and training to remain current to OCNE and other current curriculum standards.

G. Full-Time Teaching Workload

Workload

Workload shall be set at a maximum of sixteen (16) credit hours or the equivalent of eighteen (18) contact hours per week each term, whichever, represents the lower workload. The annual assignment, however, shall not exceed a total of forty-five (45) credit hours or the equivalent of fifty-four (54) contact hours without additional

compensation. Additional compensation shall be derived from the top step of the appropriate group of the part-time salary schedule.

- a. The amount of overload teaching at Clackamas shall be limited, with the limit set by the appropriate Vice President.
- b. Recognizing the time required of the Association President to attend President's Council Meetings, Board Meetings, and other requests by the College for Association input, the current practice of release time for the Association President shall continue.
- c. The college recognizes that because of differences in the way courses are taught and the preparation time required in courses in different disciplines, equal workloads for faculty members may differ in the number of contact hours. The college agrees to review the contact hour assignments on a regular basis and at least every three years. Such a review shall be conducted by the appropriate Dean. The Dean will consult with faculty members who have teaching assignments in excess of 15 contact hours per week. The Vice President will work towards consistency and equity in workloads across divisions. Those assignments may be adjusted.

During the first year of this contract, the College agrees to establish a Workload Committee comprised of faculty and instructional Deans, which will evaluate faculty workloads and work with the Vice President of instruction to work toward consistency and equity in workloads as they relate to measurable terms such as contact hours, credit hours and/or course types (lecture, lab, lecture/lab, etc.).

- d. By mutual agreement between the college and the employee, an annually contracted employee may work less than a full load as defined above without loss of status as a member of the Association. Such a reduced workload is strictly voluntary and may not be made a condition of employment.

H. Full-Time to Part-Time Teaching Ratio

Recognizing that a core of full-time instructors is essential for high-quality instruction and that the college has no intent to reduce the number of full-time faculty, the current practice generally shall prevail with full-time instructors assigned to teach approximately two-thirds (2/3) of the total credit hours taught. This ratio will be determined by an equation where the numerator is the number of full time faculty positions and the denominator is the number of credit hours taught by part time faculty divided by 45. Excluded from the part-time credit hour load is: apprenticeship, PGE contract, customized training, advanced college credit, high school classes taught by high school instructors, community education self improvement, non-reimbursable, study abroad, hosted distance learning, non-credit classes, CEU, no instructor of record and part-time annually contracted classes. Since it is not the intent of this Article to cause anyone to monitor term-by-term assignments, but rather to assess annual trends, the College President and the Association President will

meet at least once annually to make certain that the previous school year full-time to part-time credit hour ratio has not changed significantly from the ratio of 1.92. If the ratio moves below 1.85 the College agrees to correct the percentage to within the specified range for the following budget year.

ARTICLE 4

SALARY, PLACEMENT, AND PAY PERIOD

- A. For hiring and salary purposes, instructors' degrees must be from regionally accredited institution, or the equivalent, as recognized by the American Association of Collegiate Registrars and Admissions Officers (AACRAO) or National Association of Credential Evaluation Services (NACES).
- B. The college may grant full-time faculty status to instructors initially hired as annually contracted part-time faculty under the Part-Time Faculty Contract. If the instructor is being assigned to a department different from the department involved in the original hiring process, the College will consult with the new department. When the instructor is granted a full-time faculty contract, the annually contracted part-time years of service will count towards salary placement and other benefits granted under the full-time faculty Contract.
- C. General Rule - Step Placement
 - 1. Instructors at the College shall meet the following minimum standards to qualify for Step 4 on the approved faculty salary schedule:
 - a. Career Technical Instructors:
 - 1. Degree and experience. A bachelor's degree in the subject matter to be taught plus a minimum of three (3) years of practical work experience in the field of specialization.
 - or-
 - 2. Specialized training or experience. A minimum of three (3) years of work experience in the field beyond the normal training or preparation time. Specialized training may include, but is not limited to, licensed apprenticeship programs, community college associate degree programs, and/or other professionally certified or licensed training.

The College maintains the right to ask the candidates to demonstrate their competencies via a performance based test supervised by the instructional division.

- b. Lower Division:
 - 1. A master's degree in the subject matter to be taught or a master's degree in any field with a minimum of thirty (30) quarter hours of graduate credit in the primary teaching assignment. To qualify for a second teaching field, the candidates will be expected to have a minimum of twenty-four (24) quarter hours of graduate credit in the second teaching area.

2. Under certain circumstances the College recognizes that there are areas where individuals have demonstrated their competencies and served in professional fields with distinction yet do not possess the master's degree. Representative of such areas might well be the performing arts, foreign languages, government services, and recreational sports. Under such circumstances the appropriate Vice President will provide the President with the necessary documentation to support that the individual has demonstrated the proficiencies which would reflect a high level of competency in the field.
3. Other Education:
The instructor shall be qualified when the appropriate Instructional Vice President, Dean, or other authorized staff members, after consulting with the affected department, ascertain that the instructor has demonstrated the competencies and excellence in the subject matter to be taught.

2. In the placement of new faculty on the salary schedule, previous experience beyond minimum standards may call for placement on Step 3. Specific requirements for placement on Step 3 are as follows:
 - a. Masters degree and two (2) years full time equivalent teaching experience as defined in Article 3 Sect. G. or
 - b. The Administration will evaluate other exceptional experience, informal teaching experience, or training relevant to assignment at Clackamas Community College in making initial placement.

D. General Rules - Payment Schedule

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. All salary payments will be made electronically unless a faculty member does not have an account for such purpose, in which case payment shall be by check. All instructors on a regular full-time contract will receive at least one-twelfth (1/12) of their contracted salary each month. Each instructor on a regular full-time contract may, upon request, receive the balance of money due on July 1.

E. Insurance

Effective October 1, 2007 the College shall contribute the amount each employee needs to cover the requisite fringe benefit package according to the table below:

	2007-8	2008-9	2009-10
Employee Only	528	540	555
Employee + 1	545	570	595
Family	690	720	760

1. Each employee shall, as a minimum, be provided long-term disability insurance, life insurance (\$50,000), dental insurance, and medical insurance at a level no less than that enjoyed by the member during the preceding contract year. The cost of providing insurance shall be deducted from the employee's fringe benefit package.
2. If the total employer contribution is insufficient to cover the needs of the employee as expressed above, then the College shall deduct the balance from the employee's monthly salary.
3. Employees who, by mutual, written agreement, work less than a 75% load will receive a fringe benefit package prorated to their percent workload.
4. 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 Faculty members. Selection of members to fill the representative positions are to be made by the association.

F. Extended Contracts

Bargaining unit employees who work on extended contracts, shall have their pay calculated in accordance with their current annually contracted salaries. In cases where no salary settlement has been reached, extended salaries will be calculated and paid using the last known annual salary. Appropriate adjustments will be made within sixty (60) days after a settlement is reached.

1. Employees shall be paid a prorated salary based on their regular nine (9) month salary and assignment. Instructors working under extended contracts are expected to satisfy the full requirements of their job descriptions in proportion to their prorated pay.
2. No contract will be extended for more than fifty-five (55) working days beyond the regular assignment.

G. Wage Schedule and PERS Pickup

1. Salary

Effective July 1, 2007 all faculty shall be compensated in accordance with the following wage schedule:

<u>Step</u>	0	1	2	3	4
<u>Salary</u>	\$72,339	\$68,962	\$60,301	\$50,644	\$45,821

In addition to their regular pay, Department Chairs will receive 6% of step 0 annually. Department Chairpersons shall be given release time in accord with the administrative load.

On July 1, 2008 and July 1, 2009 step salaries will be increased by the annual percentage increase of the previous calendar year's Portland area CPI-U plus one (1) percent to a minimum of 3.5% and a maximum of 4.5%.

Employees who, by mutual written agreement between the employee and the college, work less than a 75% load shall be compensated by an amount prorated to their workload.

If, in the judgment of the faculty senate, the college's financial position improves significantly during this contract, the board agrees to reopen the contract with the intent of reexamining the compensation package. If, in the judgment of the board, the college's financial position deteriorates during this contract to a sufficient extent to warrant it, the Association agrees to reopen the contract with the intent of reexamining the compensation package.

2. Advancement

Step adjustments will be granted on the above schedule for all eligible employees. Employees eligible for promotion will be determined by the following criteria:

Step advancement will be automatic unless an unsatisfactory administrative evaluation occurs, and is not adequately corrected, in either of the two years prior to advancement.

Advancement to Step "0"

A faculty member qualifies for movement to step "0" if any one of the following criteria is met.

- a. Seven years experience as annually contracted faculty at Step 1;
- b. A Doctorate and ten years experience as an annually contracted faculty member at Clackamas Community College;
- c. Fifteen years as an annually contracted faculty member at Clackamas Community College with no unsatisfactory evaluations as above.

Advancement to Step "1"

A faculty member qualifies for movement to Step "1" upon completion of five years at Step "2."

Advancement to Step "2"

A faculty member qualifies for movement to Step "2" upon completion of three years at Step "3."

Advancement to Step "3"

A faculty member qualifies for movement to Step "3" upon completion of two years at Step "4."

3. PERS Pickup

The college shall not withhold from the members' monthly salaries the employee contributions required by ORS 237.071, and shall "pick-up," assume, and pay the required employee contribution to the Public Employees Retirement System (PERS). The full amount of required employee contributions "picked-up" and paid pursuant to this Section shall be considered as "salary" within the meaning of ORS 237.003(8) with respect to PERS for the purposes of computing an employee member's "final average salary" within the meaning of ORS 237.003(12), but shall not be considered as "salary" for the purpose of determining the amount of employee contribution required to be contributed pursuant to ORS 237.071(2) in PERS and shall be considered to be employee contributions for purposes of ORS 237.001 to 237.320.

H. Early Retirement

1. The College will provide the following benefits to employees who have completed twelve (12) consecutive* years of service with the college, 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.
 - A. If the employee is not yet age sixty-two (62) after meeting eligibility requirements in 1 above, the member 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 1 above, the member is eligible for 2 and 3 listed below under Benefits.
 - C. Until July 1, 2010 if the employee is age sixty-two (62), but not yet age sixty-five (65) after meeting eligibility requirements in 1 above, the employee is eligible for a one time early retirement stipend of \$8400 if retiring at age 62, \$5600 if retiring at age 63 and \$2800 if retiring at age 64.

BENEFITS

- (1) A monthly stipend which shall be \$700 for a maximum of 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 \$700 x 48 months divided by the number of months eligible up to age sixty-two (62).

- (2) Medical and dental insurance generally provided college staff 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 increased thereafter by the previous calendar year's Portland area CPI-U (with a range of 2.5%- 3.5%).

For employees receiving their first full-time contract 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).
2. 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.
 3. Stipends or benefits are not transferable to a spouse in the event of the employee's death.
 4. If a payment has been authorized and a retirement date established, payment does not become an obligation of Clackamas Community 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 Clackamas Community College.

*Paid Leave (including up to two years long term disability) will be counted as time served. Unpaid leaves do not constitute a break in consecutive years service, but will not be counted as time served.

ARTICLE 5

CALENDAR

- A. The basic service calendar for faculty shall be one hundred seventy-five (175) days including five (5) paid holidays. Faculty will work with their dean to determine the best way in accordance with Article 3 to satisfy the five (5) days needed to meet their 175 contractual obligations.
- B. Contracts for faculty on a schedule varying from the basic service contract must have the dates of service specified in the individual contract.
- C. The Board will set the date and so state in faculty contracts as to when they are to report to work and the final day of employment. However, summer vacation shall begin the Monday following spring term final week.
- D. Four (4) days of the period of contracted in-service and orientation time will be used at the discretion of the individual faculty member to prepare materials and equipment for course work before fall term classes begin. The remaining non-instruction day will be planned, organized, and scheduled by the administrative/faculty in-service planning committee appointed by the President. This in-service day will occur on the Wednesday, Thursday, or Friday before classes begin for Fall term. (Faculty will have the option of "trading" the Monday and/or Tuesday preparation time for comparable preparation time during Winter and Spring breaks.)
- E. Paid holidays during the basic service calendar shall be Veterans' Day, Thanksgiving Day and the following Friday, Martin Luther King Day, and Memorial Day. For faculty whose contracts call for employment on the following days, those days will be paid holidays: Independence Day, Labor Day, Christmas Day, the working day before or after Christmas, New Year's Day. When the holidays will be observed, will be determined each year in the Academic Calendar.
- F. The calendar for the academic year shall be determined annually.

ARTICLE 6

SICK LEAVE

A. Annual Sick Leave

Unused sick leave for faculty members shall accumulate for an unlimited number of days and shall accumulate at the rate of ten (10) days per academic year which shall be granted at the beginning of each year or one (1) day per month employed, whichever is greater. Annually contracted faculty working less than one-hundred percent (100%) shall accumulate and use sick leave prorated to the percent of their individual annual contracts.

Sick leave shall be used during any period in which the faculty member is on employed status. Deductions from a faculty member's accumulated sick leave shall be made whenever a member is sick on any contracted workday.

It is a faculty member's responsibility to file a report with the appropriate administrator when absent due to illness.

Instructors may donate up to ten percent (10%) of their accrued sick leave time to another full-time faculty association member who has exhausted all sick leave and other compensatory time due to illness or injury and who is requesting sick leave to satisfy the waiting period for long term disability. Instructors who are terminating for any reason may not donate their accumulated sick leave.

If the absence is for five (5) days or more, and if circumstances warrant, the faculty member may be asked for medical justification.

B. Transfer of Sick Leave

Annually contracted employees will be able to transfer one-half (1/2) of their accumulated sick leave, if immediate previous employment was at another school district or community college in the state of Oregon and if the employee was in continuous employment.

C. Workers' Compensation

1. Absence resulting from illness or accident compensated by Workers' Compensation insurance is chargeable as sick leave. Compensation received shall be deducted from College pay.
2. The College agrees to maintain Workers' Compensation benefits not less than the same level provided by the State Accident Insurance Fund.

D. Parental Leave

Temporary disability resulting from pregnancy or a complication resulting from pregnancy during employed status shall be treated no differently than any other temporary disability that would be covered by the College sick leave policy.

E. 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 of a child within twelve (12) months of the birth or placement; 2) the serious health condition of a spouse, domestic partner (person living with employee in a spousal-equivalent relationship), and/or immediate family member. Immediate family shall mean parent, parent-in-law, step-parent, brother, sister, brother-in-law, sister-in-law, child, step-child, son-in-law, daughter-in-law, spouse, grandparent, grandchild or member of the employee's immediate household. "In-law" relationships will also include those who are related to an employee through a domestic partner; 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 sick leave and/or personal leave time concurrent with family medical leave time.

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

ARTICLE 7

PAID LEAVES OF ABSENCE

A. Types of Leave

Instructors shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Professional

The Board agrees to continue the practice of providing paid leave days for attendance by instructors at meetings or conferences of an educational nature as approved by the Vice President, Dean, or designee.

2. Conferences of Affiliates

Up to a total of ten (10) person days for representatives of the Association to attend conferences or conventions of state and national affiliated organizations. Such leave shall not cause a substitute to be hired, and the individual department shall be responsible for the affected classes.

3. Legal

Instructors on jury duty or subpoenaed to appear as witnesses will be given paid leave for such purposes, but must turn over to the College compensation they receive as a juror or witness. Employees appearing in court on their own behalf will have the cost of a substitute deducted from their salaries, if a substitute is hired.

4. Death

Up to three (3) days of paid leave and any additional personal and/or sick days with Dean's approval at any one time in the event of death of a faculty member's loved one.

5. Military

Time necessary for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, as provided in applicable state or federal law.

6. Personal/Emergency

Each member of the faculty bargaining unit is entitled to use up to four (4) days of paid personal or emergency leave each year. An absence form is to be submitted upon returning to work.

a. Emergency: The faculty member is to notify his/her Dean or supervisor of such emergency leave.

b. Personal Leave

This leave is specifically restricted to personal business that cannot be scheduled outside of regular class hours.

A request must be given to the supervisor or dean for approval at least three (3) days in advance. For example, personal leave may be used for business matters, legal matters, school functions for dependent children, etc.

c. Other Leave

Other leaves of absence with pay may be granted by the Board.

B. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the faculty member is entitled.

ARTICLE 8

UNPAID LEAVES OF ABSENCE

A. International and Federal Programs

A leave of absence of up to two (2) years shall be granted to any employee, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corp, or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to professional responsibilities; provided said employee states an intention to return to the College.

B. Professional Study

A leave of absence up to two (2) years shall be granted to any employee upon application for the purpose of engaging in study at an accredited college or university reasonably related to the employee's professional responsibilities. The first year of leave shall count towards movement on the salary schedule and towards eligibility for early retirement.

C. Military

A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States pursuant to ORS 408.290.

D. Political

A leave of absence not to exceed two (2) years shall be granted to any employee upon application for the purpose of campaigning for or serving in public office.

E. Association

A leave of absence of up to two (2) years shall be granted to any employee upon application for the purpose of serving as an officer of the Association or on its staff.

F. Childbirth and/or Child Care

Leave without pay for a reasonable period not to exceed six (6) months before and/or after the birth or adoption of a child shall be granted at the written request of the employee.

G. Status

Upon return from leave, employees will be eligible for those benefits to which they would have been eligible had no leave been taken and shall be assigned to the same or substantially equal position to which they were entitled when the leave commenced.

- a. Employees on a leave of absence who work less than two (2) terms in their individual contract year shall not be entitled to a salary step advancement, except as provided in Section B and provided by law.
- b. Employees on a leave of absence shall be subject to the provisions of Article 17 - Reduction in Force.

H. Applications for Leaves, Extensions, Renewals

All applications for leaves, extensions, or renewals of leaves shall be submitted to the supervisor in writing and shall include the general reasons for the request, dates, and length of leave requested, and date of intended return. Generally, starting and ending dates should coincide with the break between academic terms. All such applications shall be submitted at least one (1) academic term prior to commencement of the requested leave, extension, or renewal. However, if an employee is unable to submit a request one (1) academic term prior to the effective date of the leave, extension, or renewal, then the College will make reasonable effort to accommodate the request. The College may deny any of the preceding unpaid leaves of absence, except as provided by state and federal law (e.g. Military, childbirth) because of circumstances reasonably beyond the control of the College.

I. Fringe Benefits

Employees on leave shall have the option to purchase any fringe benefits available to active employees if permitted by the carrier. Such option should be requested in the application for leave.

J. Return from Leave

Employees who change their return date should notify the supervisor in writing at least one (1) academic term prior to their anticipated return from leave. Failure to give adequate notice may delay an employee's date of return by up to one (1) academic term.

ARTICLE 9

DUES AND PAYROLL DEDUCTIONS

- A. Members of the Association may authorize payroll deductions for the purpose of paying Association dues and assessments.

The payroll deduction shall be revocable at any time by the member notifying the College and the Association in writing (by certified mail, return receipt requested) or by a separate cancellation card provided by the College in the Payroll Office and signed by the employee in the Payroll Office. The cancellation shall be effective thirty (30) days after receipt of notice of revocation. The Association shall be mailed notification if the cancellation card is used. 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 increase.

The dues shall be deducted monthly in an amount certified by the Association and at no cost to the members or the Association. The aggregate deductions of all members shall be remitted together with an itemized statement to the treasurer of the Association by the tenth (10th) day of the succeeding month after such deductions are made. The Association will indemnify, defend, and hold the College harmless against any claims made and against any suits instituted against the College on account of payroll deduction of Association dues. The Association agrees to refund to the College any amounts paid to it in error on account of payroll deduction provision upon presentation of proper evidence thereof. The member'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 a member who is in non-pay status during only a 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.

An appropriate form will be furnished by the Association for payroll deduction of Association dues.

- B. Upon appropriate written request from the member, the District shall deduct from the salary of any member and make appropriate remittance for the following approved deductions:

Savings Bonds

Annuities

Tax Sheltered Annuities

Insurance programs provided in this Agreement

Clackamas Community College Foundation

or any other benefit program approved by the College Board.

United Way

Credit Union

- C. The District, upon appropriate authorization of the member, shall deduct from the salary of any member and make proper remittance for any other plans or programs jointly approved by the Association and the College.
- D. Fair Share
 - 1. The College shall deduct an in-lieu-of-dues payment each pay period from the pay of each bargaining unit member who is not a member of the Association. The total amount each pay period shall be the monthly dues and assessments of the Association. Any employee who has not requested payroll deduction of Association dues and assessments or who has not certified to the college that dues and assessments have been paid directly to the Association shall be subject to the provisions of this section. The amount of fair share fees collected shall be promptly remitted to the Association each pay period at no cost to the fair share employee or the Association. Remittance will be reimbursed to OEA. The College in a reasonable manner shall provide the Association the names of the persons whose fees the College has deducted.
 - 2. This fair share agreement shall be construed to safeguard the rights of employees under ORS 243.666.
 - 3. 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 relinquishes the defense of the claim to the Association and its designated counsel.
- E. 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 no limited to any portions that may be used for political purposes.

ARTICLE 10

INSTRUCTIONAL TECHNOLOGY

- A. Because instructional technologies are becoming increasingly prevalent in education, the college and the Association agree that:
1. instructional technology should be used to benefit the educational process;
 2. the college will support the use of instructional technology to provide instruction both on and off campus.
 3. the use of distance learning and other instructional technologies is an educational choice that should be left to the judgment of each individual faculty member;
 4. the college will maintain a positive environment for faculty who choose to use instructional technology to improve their teaching or to deliver instruction in innovative ways, including the use of computers and distance-learning, by providing adequate and on-going training and support.
- B. Instructional technology materials include, but are not limited to, digital technology, video, audio recordings, motion pictures, film strips, photographic and other similar materials, video and audio transmissions, computer programs, computer assisted instructional materials, online curriculum, podcasts, three-dimensional materials and exhibits, and combinations of the above, which have been prepared in whole or part or have been adopted by a faculty member, and which are used to assist or enhance instruction.
- C. If the college decides to broadcast faculty presentations to an audience other than the intended audience of students and other college staff, there shall be a written agreement (establishing use and, if applicable, compensation) between the college and faculty member.

ARTICLE 11

DISTANCE EDUCATION

Definition. Distance education is defined, for the purposes of accreditation review, as a formal educational process in which the majority of the instruction occurs when a student and instructor are not in the same place. Instruction may be synchronous or asynchronous. Distance education may employ correspondence study, or audio, video or electronically mediated technologies. (NWCCU Accreditation Standards, 2003. Updated 2005)

Course Development. Faculty who develop a new class, or adapt a traditionally taught class, for distance learning delivery will receive development pay or release time equivalent to at least one hour per week per credit hour of the new or adapted class. The amount of release time or development pay will be agreed to in advance in writing. In the absence of an agreement, such development will be considered voluntary by the faculty member.

Some courses, either by the nature of their subject matter or due to frequent changes in course management software or other critical educational technology, must undergo more than normal periodic revision. In such cases, additional release time or development pay will be granted by mutual agreement.

Delivery Each distance learning class will be taught by a full-time or part-time faculty member. With agreement of the supervisor, assignments shall be adjusted to accommodate delivery of distance learning responsibilities to avoid an overall increase in workload for any individual. The class size will not exceed the normal seat load of a comparable, traditionally taught class unless agreed to by the faculty member.

Faculty assigned a distance learning course(s) as part of their basic contract workload will observe a portion of their office hours in a virtual format. The number of virtual office hours will be proportionate to the distance learning component of the faculty member's basic contract workload. Faculty who teach distance learning classes may, by the nature of the class, be able to professionally facilitate the class from off campus. Instructors teaching distance education courses that are largely asynchronous (e.g., telecourses, online courses) have the option of reducing the number of required on-campus hours by agreement with their Administrative Supervisor. Such agreements should reduce time on campus proportionate to the extent of the faculty member's courses taught by distance learning delivery yet maintain enough on-campus time to meet the obligations of department and committee requirements.

OCCDEC. Nothing in this Article shall be construed to prevent the college from hosting distance learning classes offered through the Oregon Community College Distance Education Consortium

ARTICLE 12

FACULTY EVALUATION, RETENTION, AND PERSONNEL FILES

A. Faculty Evaluation - Purpose

The purpose of the evaluation procedure is:

1. To provide regular and systematic evaluation of faculty performance in order to ensure teaching effectiveness.
2. To identify and recognize teaching effectiveness.
3. To implement and share successful teaching/learning practices among faculty.
4. To stimulate and encourage faculty to improve teaching effectiveness.
5. To help identify individual and in-service staff development opportunities.

Criteria for evaluations are found in Article 3, Sections C, D, and E of this Agreement.

B. Categories of Employment

1. A "temporary faculty member" shall be defined as a faculty member hired to complete the term of a probationary or regular faculty member who left for an extended period of time but is expected to return to employment at Clackamas.
2. A "probationary faculty member" shall be defined as a faculty member hired to fill a vacancy in a regular bargaining unit position either newly created or caused by the resignation, retirement, or termination of a regular or probationary faculty.
 - a. A "novice-probationary faculty member" has little or no experience in the area (teaching, counseling, etc.) for which this person is hired. The period of employment at this level shall be two (2) years in length prior to moving to the "experienced-probationary faculty member" level.
 - b. An "experienced-probationary faculty member" has significant experience in the area for which this person is hired or will have served two (2) years on the "novice" level. The period of employment at this level shall be three (3) years in length.
3. For purposes of this section, a faculty member shall be given credit for the entire year if employed on or before January 15. Probationary faculty hired after January 15 will receive no credit for any part of that academic year.
4. A "regular faculty member" shall be defined as an employee who has satisfactorily completed the probationary period.
 - a. The designation for a person in the first five years of "regular" employment shall be "continuing faculty member."

- b. The designation for a person in the next seven (7) years of "regular" employment shall be "master faculty member."
- c. The designation for a person who satisfactorily completes seven (7) years as a "master faculty member" or who has a doctoral degree plus ten (10) years experience at the college is "career faculty member."

C. Evaluation Process

Every year, each faculty member will complete a self-evaluation and a professional development plan; will have student evaluations completed in at least one class; and will have at least one classroom observation provided by a colleague of the faculty member's choosing who is also agreeable to the evaluating administrator. Each faculty member will maintain a portfolio of self-evaluations, student evaluations, and colleague observations. Faculty may have more than one set of student evaluations completed each year, provided the additional evaluations impose no hardship on the faculty member's department.

D. General Information Regarding Administrative Evaluations

1. Evaluating administrators will use the faculty member's yearly self-evaluations, colleague observations, and student evaluations. Other sources of information in developing the administrative evaluation of the faculty member may be considered in addition to the above information, provided the faculty member is made aware in writing of the content of the supplemental information and it relates to the job description in Article 3 of this agreement. A copy of the tally of student evaluations will be provided to the faculty member after grades are turned in.

Evaluating administrators will notify faculty members of their scheduled administrative evaluations in a timely manner.

2. All administrative evaluations will be in written form and shall include at least the following information:
 - a. Highlights of the faculty member's self-evaluations;
 - b. Highlights of the student evaluations;
 - c. Highlights of colleague observations;
 - d. Summary of department meeting input as appropriate;
 - e. Specific identification of areas that might be strengthened;
 - f. Course of action suggested by appropriate colleagues and administrator designed to eliminate areas of concern, if applicable, complete with time lines for improvement.

- g. A space for the faculty member to enter reactions or comments about the administrative evaluation. This is to be done within thirty (30) working days of receipt of a copy of the evaluation.
3. A copy of the administrative evaluation will be given to the faculty member and a copy will be included in the personnel file.
4. A faculty member may request that the regularly scheduled administrative evaluation be conducted a year earlier than normal scheduling would dictate for the purpose of avoiding sequential evaluations, or in order to avoid any potential delay in being granted the step advancement due to leave. In the event that a faculty member has not adequately addressed an area of concern prior to going on leave (or during the leave), the final year on the current step will be delayed one year to allow the faculty member time to improve performance upon return from leave.

E. Administrative Evaluation Process - Probationary Faculty

1. Each probationary or temporary faculty member, after inclusion in the bargaining unit, shall have two administrative evaluations in the first year and one annually thereafter. Additional administrative evaluations can be conducted if an unsatisfactory evaluation occurs.
2. After the first year of probation, probationary faculty members shall present to the evaluating administrator a complete portfolio of self evaluation(s), student evaluation(s), and colleague observations no later than February 10 and will receive the results of their administrative evaluations in a timely manner. Additional administrative evaluations can be conducted if an unsatisfactory evaluation occurs.
3. In the year prior to the final year of probation, the evaluating administrator will invite all other available full-time faculty members of the probationary faculty's department to a meeting to obtain input relative to job performance prior to completing the administrative evaluation. Before the final year of probation, as a result of the administrative evaluation the employee will be notified in writing of any areas of concern which may be reasons for not advancing to the level of regular employee. Such areas of concern should be explained in precise and reasonable terms. ("Areas of concern" as referred to in this article means failure or inability to perform to an acceptable level those duties as outlined in Article 3, Sections C, D, or E of this agreement, as appropriate.) Changes essential to achieve a positive administrative evaluation should be clearly stated. The year prior to the final year of probation should be considered the critical year for administrative evaluation. However, areas of concern may still be noted in the final year of probation and may be considered the basis for termination. The evaluating administrator will consider advice from full-time faculty department members to determine if and when job performance has improved to an acceptable level.

F. Administrative Evaluation Process - Regular Faculty

1. Each regular faculty member will be evaluated every third year by the evaluating administrator. The lack of an evaluation shall not be used to deny a regular faculty member any benefit, monetary or non-monetary, to which the faculty member would have otherwise been entitled had the faculty member received a satisfactory evaluation.
2. In the year prior to the final year as a "continuing faculty member" (fourth year) and in the year prior to the final year as a "master faculty member" (sixth year), the evaluating administrator will invite all other available full-time faculty members of the employee's department to a meeting to obtain input relative to the job performance prior to completing the evaluation. Before the employee's final year on a step, as a result of the administrative evaluation the faculty member will be notified in writing of any areas of concern. Any areas of concern will be explained in clear and reasonable terms so that improvement sufficient to achieve a positive evaluation in the final year of the current step is encouraged. The evaluating administrator will consider advice from full-time faculty department members to determine when job performance has improved to an acceptable level.
3. Faculty members will present a complete portfolio of self-evaluation(s), student evaluations, and colleague observations by March 15 and will receive the results of their evaluations no later than June 1.

G. Personnel Files

1. Members shall have the right, upon request, to review the contents of their personnel files and to receive a copy, at Board expense, of any documents contained therein, excluding confidential materials as identified in item four (4) below. Members will be entitled to have a representative of the Association accompany them during such review. Any materials placed in the personnel files shall be placed within a reasonable period of time. These files shall contain all materials relevant to the members' employment and shall be the sole repository of such materials, except that all documents, communications, and records dealing with the processing of a grievance will be filed separately from personnel files of the participants as per Article 12 - Grievance Procedures.

Nothing in this Agreement shall be construed to prevent or restrict immediate supervisors from maintaining individual working files which shall be deemed personal to the supervisors as a part of that person's work product. Such materials may not be utilized in any proceedings unless they were made a part of the personnel file at the time they were created.

2. At any time members will have the right to indicate those documents and/or other materials in their files which they believe to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by the appropriate administrator and if the administrator agrees, the materials will be destroyed.

3. No negative or derogatory material will be placed in a member's personnel file unless the member has had an opportunity to review it. Members shall be notified of the content of any negative or derogatory materials within five (5) working days of the materials being received in Human Resources. Members will acknowledge that they have had the opportunity to review such material by affixing their signatures to the copy to be filed, with the express understanding that such signatures in no way indicate agreement with the contents thereof. Unacknowledged material may not be used to support any denial of advancement or any other action taken against a member. Members also will have the right to submit written responses to material in their personnel files and their responses will be attached to the file copy. Materials not in the member's personnel file cannot have an adverse effect in an evaluation. In the event that the members believe the material to be inaccurate, untrue, or unfair, they may grieve the matter.
4. The Board agrees to protect the confidentiality of personal references, academic credentials, and other documents submitted from outside the Institution.

H. Incident files

Documents related to the investigation of incidents will be retained in separate incident files in HR. Substantiated incidents may be used in faculty evaluations only during the evaluation period in which the incident occurred. Unsubstantiated incidents will not be used in any evaluations. When an incident is reported to HR, the member must be notified in writing of the content of the allegation within five (5) college work days of the college's receipt of the allegation. All information and investigations will be conducted in a confidential manner.

ARTICLE 13

GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

1. A "grievance" is a complaint by an employee or group of employees or the Association based upon the interpretation, violation, or application of this Agreement.
2. For purposes of this Article, a "contracted 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 19 - Reduction in Force.

C. 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 supervisor, the matter shall be reduced to writing and delivered to the Personnel Office and the Association President within twenty-one (21) contracted working days after the facts upon which the grievance is based first occur or first become known or should have become known to the grievant(s).

If written notice is not served in accord 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 Dean of Human Resources be unable to resolve the matter within fifteen (15) contracted working days after it was filed, the matter may be submitted to binding arbitration.
- a. 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) contracted working days from the date it was filed with the Human Resources Office, file a written notice of a request for arbitration with the Human Resources 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 remains, and submit the matter to arbitration.

D. Authority of the Arbitrator

1. 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) days of the close of the hearings or receipt of post hearing briefs if such have been submitted.
 2. 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. Decisions of the arbitrator shall be confined 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 Board and the Association and will be final and binding upon the parties.
- E. The costs of the services of the arbitrator, including per diem expenses, if any, and travel, subsistence expenses, and the cost of the hearing rooms will be borne by the unsuccessful party. All other costs will be borne by the party incurring them.

F. Time Limits

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

G. End of Year Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the instructional year, and if to have the matter unresolved until the beginning of the following instructional year would result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

H. 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 Contract.
2. Meetings and hearings under this procedure shall not 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 employer or by any members of the administration due to the fact that an employee participated in the grievance procedure.
6. No unsigned student evaluations or summary of student evaluations will be presented at any step of the grievance procedure or in a formal disciplinary hearing that results from a student complaint.

ARTICLE 14

DUE PROCESS RIGHTS AND TERMINATION FOR CAUSE

- A. Non-renewal of a probationary employee's contract shall not be effected without a finding of uncorrected unsatisfactory performance in accordance with Article 11 of this contract or a finding of unprofessional conduct.
- B. No regular faculty member shall be disciplined, dismissed, or reduced in compensation without just cause. Termination of a regular employee or probationary employee before the end of the contract year may be effected by the institution only for just cause including retirement "at the end of a contract" or under the following provisions:

- 1. Termination for physical or mental illness:

Any contract may be terminated if the faculty member, after appropriate treatment, is proven physically or mentally ill so as to prevent that individual from carrying out contract obligations. Such terminated personnel will be given first priority for appropriate vacancies when pronounced fit to return to duty.

The existence of such cause shall be established as follows:

The faculty member's supervisor will notify the faculty member (or legal guardian) in writing of the intention of the College to terminate and will request (1) that the College be supplied with narrative reports from each of the faculty member's doctors, if any; and (2) that the faculty member submit to examination by such Oregon licensed physicians and/or licensed psychologists as are mutually agreed upon by the faculty member (or legal guardian) and the College. Costs of such medical examination will be paid by the College.

If the faculty member either fails to provide the reports or fails to agree to or submit to the examinations, the College action then taken is final and may not be reviewed under any provision of this Agreement. If the faculty member provides the reports and submits to the examination, the medical evidence so adduced will be reviewed by the faculty member's divisional administrator who will render a written decision as to whether or not cause exists within the meaning of this Section.

The written decision may be appealed by the faculty member through Article 11 - Grievance Procedure of this Agreement with the appeal commencing at Step One.

- 2. Unprofessional conduct is any conduct on the part of a faculty member that is disruptive to the educational or operational processes of the College. Unprofessional conduct may be evidenced by, but not be limited to:

- a. Conviction of a crime which is of such a nature that it indicates that the faculty member may be a threat to persons or property at the College or that the continuation of professional duties may be disruptive to the educational process of the College.
- b. Persistent or flagrant disregard to the terms of this Agreement or reasonable College rules.
- c. Willful falsification or alteration of a College record.
- d. Unsatisfactory performance as shown by the evaluation process in Article 11 of this contract.
- e. Failure to comply with the provisions of all safety codes and regulations to which the College is legally subject. An employee shall be subject to disciplinary action, which may include dismissal, for willful failure to follow such safety procedures creating unsafe or hazardous working conditions.

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

C. Termination for unprofessional conduct:

- 1. Just cause for dismissal will be related directly and substantially to the fitness of the faculty member in a professional capacity.

Dismissal will not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens.

- 2. When a Vice President or Dean or other appropriate administrative officer has information or receives a complaint against a faculty member which if true, might serve as grounds for termination and he deems such information or complaint to be substantial, s/he shall discuss it with the person concerned and shall make further investigation as he deems appropriate. Ifs/he believes that charges should be brought against such a person, s/he shall forward such information to the Human Resource Dean.
- 3. If the Human Resource Dean, after reviewing the information and conducting such further investigation as s/he deems appropriate, concurs that the charges, if true, might serve as grounds for termination, a due process hearing shall be conducted by a Vice Presidents(s) and/or other College official(s) chosen by the College President in consultation with the Faculty President or his designee.
- 4. If it is determined that a due process hearing will be conducted, the faculty member shall be so informed in writing and be presented with a written statement of the charges and all relevant facts, evidence, witnesses, and issues that may be used in the hearing at least fifteen (15) days in advance. The faculty member will have the option of attending the hearing and may do so with or without representation of the member's choosing and shall

have the right to present any relevant facts, evidence, issues, and witnesses.

5. Within five days of the conclusion of the hearing, the hearing officer(s) will submit to all parties a written recommendation which may include no action, a verbal warning, a written warning, suspension, demotion, or dismissal. The final decision shall rest with the College President who may delegate this authority to a Vice President.

6. Any grievance resulting from this action shall commence at Step Two. The decision will stand until a finding is made in favor of the faculty member.

Faculty members may be suspended with pay during the proceedings which must be conducted with reasonable dispatch; however, twenty-five (25) contracted days after the date of suspension, the College President may withhold salary subject to the final resolution of the issue.

Extra classes and summer teaching under Statements of Appointments shall be excluded from procedures of this article.

ARTICLE 15

ACADEMIC & PERSONAL FREEDOM

The purpose of this statement is to promote public understanding and support of academic freedom and professional responsibility to the students, to the community, and to Clackamas Community College. This institution is being operated for the common good and not to further the interest of either the individual instructor or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic Freedom

A. Academic freedom is essential to these purposes and is applied to teaching and other College-related activities. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the instructor in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

1. Instructors are entitled to freedom in the classroom in discussing the subject, but they should be careful not to introduce into their teaching controversial matters which have no relation to their subjects.
2. Instructors are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties and in concert with existing College policies on publications and printing.
3. Instructors are citizens, members of a learned profession, and members of the educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and as educational members, they should remember that the public may judge their profession and the Institution by their utterances.
4. As members of the Institution, instructors seek above all to be effective teachers. Although they observe the stated regulations of the Institution, they maintain their right to criticize and seek revisions.
5. As members of the community, instructors have the rights and obligations of any citizens. They determine the amount and character of the civic and community involvement outside the Institution with due regard to their responsibilities within it. As citizens engaged in a profession that depends upon freedom for its health and integrity, instructors have particular obligations to promote conditions of free inquiry and to further public understanding of academic freedom.

B. Personal Freedom

Instructors shall be entitled to full rights of citizenship. Exercising of such rights as well as race, religion, color, age, national origin, disability, sex, sexual orientation, or union affiliation

shall not be grounds for discipline or discrimination. The Board recognizes that the personal lives of instructors are of concern to the Board only as they affect job performance.

ARTICLE 16

COPYRIGHTS - PATENTS

- A. The ownership of any materials or processes developed on an individual's own time, off-campus, and at no expense to the College shall vest and be copyrighted or patented, if at all, in the faculty member's name.
- B. The ownership of materials or processes produced solely for the College and entirely at the College's expense shall vest in the College and be copyrighted or patented, if at all, in its name. A written agreement will be entered into between the College and the faculty member acknowledging such ownership.
- C. In those instances where materials or processes are produced by a faculty member with College support, by way of use of significant personnel time, facilities or other College resources, the ownership of the materials or processes shall vest in (and be copyrighted or patented by, if at all) the party or parties designated by a written agreement entered into prior to the production. Such written agreement shall make either a positive or a negative statement with regard to any compensation to be paid to the faculty member for such development.
- D. A prior written agreement by members of the bargaining unit under situations described in B or C of this Article, will be entered into whenever materials or processes are produced. Such agreement shall include, in addition to acknowledgments of ownership, an agreement with respect to the right to market, license, or otherwise distribute the materials outside the college, and the assignment of any profits, royalties or other fees earned from such distribution.

In the absence of an agreement, the faculty member shall be deemed to have ownership.

- E. A faculty member who develops educational materials as outlined in Sections B or C of this article grants the college a nonexclusive license to use such materials in its educational programs and offerings without payment of royalties or fees. With respect to such use, the faculty member will have the right of first refusal of the college's request to upgrade or modify the materials to keep them current. If a faculty member declines the request, the college will have the right to modify the materials at its own expense and the faculty member will have the right to have his or her name removed from the materials.

ARTICLE 17

COMMITTEE WORK OF PROFESSIONAL STAFF

- A. Many of the duties and functions of the College require information, suggestions, and advice from faculty members, other employees, students and the public. To help receive this information, the College will establish and designate membership on committees as necessary. However, no member will be required by the College to serve on more than one active College standing committee at one time.
- B. The college recognizes the central role of faculty in the development and delivery of instruction. The college therefore agrees to offer a majority membership of faculty on committees whose primary role involves course content and instruction. As of July 1, 1999 such committees are the Curriculum Committee, the Instructional Standards and Procedures Committee, and the Distance Learning Committee.
- C. The Association has an interest in the effective functioning of the College, and it may establish those committees of faculty members whose advice it believes will be beneficial to the College.
- D. The College will set aside from noon – 1:00 p.m. every Tuesday/Thursday so that full time faculty may attend committee meetings and other college responsibilities.

ARTICLE 18

SABBATICAL LEAVE

- A. Sabbatical leave may be granted for the purpose of research, writing, advanced study, travel, or any other activity that will provide the individual with new knowledge or skills that will benefit students and the college. A faculty member may not be required to use sabbatical leave for the purpose of course revision, curriculum development, or other duties included in Article 3, Section C, of this agreement.

A faculty member becomes eligible to apply for a sabbatical leave of up to one (1) academic year after completion of five (5) years of continuous service as an annually contracted faculty member. After a leave has been taken, six (6) years of continuous service as an annually contracted faculty member must be served before the faculty member becomes eligible to take another leave.

The College will maintain a queue of all faculty by relative position of eligibility. Relative position will be determined by the most recent date of return from sabbatical leave or date of hire plus five (5) years. Those faculty tied for relative position of eligibility will be randomly placed within that block of eligible faculty. Once any faculty member has been randomly placed within a block of equally eligible faculty, that position remains constant until the individual has been offered a future sabbatical. The names and number of eligible faculty will be published, and provided to the sabbatical committee at least four (4) months in advance of the application deadline. The application for leave shall contain a definite statement of the specific purpose of the leave, specific proposed activities, professional outcomes expected, and how the sabbatical leave will benefit the College and the Faculty member's students. Application is made to the Human Resources Office with a copy to the administrator who evaluates the faculty member at the first level. Application for leave may be made electronically or on paper. The Association's Sabbatical Leave Committee will verify eligibility and appropriateness of the proposals. The Human Resource Office will provide copies of the proposed plans to the appropriate Vice President and the President.

On October 1 of each year, the college will contact the 20 faculty members at the top of the queue. These faculty may elect to take their sabbaticals in any one of the next three years, or they may elect to have their name placed in the fourth year of eligibility according to relative position of eligibility. Each faculty member will be given 60 days to respond. No later than December 1, the college will contact, from the top of the queue, one faculty member for each who had initially declined the opportunity to take a sabbatical. These faculty will be given the same options and the same length of time to respond. Any remaining eligible faculty members beyond the specified number of awarded sabbaticals shall be placed at the head of the queue for the following year in their existing order.

In the event that someone fails to take a sabbatical that had been granted, another faculty will be offered the opportunity to take a sabbatical, as long as the total number of faculty accepting sabbaticals does not exceed 60 over the three year cycle beginning on July 1, 2002.

The faculty member failing to take the sabbatical will have a hearing before the sabbatical

leave committee. The committee will have the right to place that person at any point on the queue that the committee deems appropriate.

- B. Faculty members on sabbatical leave shall receive 75% of their annual salaries for three (3) term leaves, 87% of annual salaries for two (2) term leaves, and full salaries for one (1) term leaves.
- C. All fringe benefits shall continue to a faculty member during the term of absence as available by insurance carrier. The absence shall not be construed as a break in service for any purpose, and the faculty member shall be returned to the position formerly occupied. Upon return from sabbatical leave, the member shall be eligible for increment credit for the year of leave pending satisfactory review of the completed sabbatical program by the appropriate Vice President.
- D. The final acceptability of proposals for sabbatical leave will be determined by a faculty committee. The list of acceptable applications will be ordered in accordance with the queue.
- E. The following rules will apply:
 - 1. As a general rule, only one (1) sabbatical leave per instructional area may be granted for any one (1) quarter. When more than one (1) application in an area is made, precedence is given by order of eligibility.
 - 2. In the application for sabbatical leave, each member agrees to return to the institution upon the completion of the leave for a period of at least one (1) year's service--or must refund the amount received.
 - 3. Upon completion of sabbatical leave, the faculty member will submit a detailed report of the accomplishments and benefits resulting from the leave, pursuant to their professional development plan, no later than October 15 of the following school year. Copies of this report shall be distributed to the Sabbatical Leave Committee, Administration, Faculty, and the Board.
- F. The Board will budget a sum equal to one (1) term replacement cost for one-seventh (1/7) rounded of the eligible faculty. The replacement cost will be determined by the part-time salary schedule currently in place and will be for the full load of the faculty member on leave. The cost of Other Payroll Expense for replacements shall be included in the replacement cost as in current practice. The College will maintain an account for sabbatical leave; any funds not expended will be retained in that account for the following year and shall be in addition to the amount normally budgeted.

ARTICLE 19

REDUCTION IN FORCE

For the purposes of this Article, reduction in force means a layoff of personnel for other than disciplinary, performance related, or personal reasons. Whenever the College determines that a layoff may be necessary, but at least sixty (60) calendar days prior to its implementation, the College shall schedule a meeting with the Association to discuss possible alternative actions. The Administration shall provide the Association a written summary of the circumstances giving reason(s) for the layoff. The College shall schedule an additional meeting with the Association to discuss implementation procedures.

A. Layoff

Before laying off an employee, the College will attempt to place the faculty member in any vacant annually contracted position in the bargaining unit for which the employee is qualified. An employee transferred under this provision shall have no further recall rights under this Article. However, should the position be reinstated, the College will allow the individual to transfer back to the original position after all laid-off employees eligible for that position have rejected recall rights.

Employees shall be notified by the College about the proposed layoff. Affected employees may submit alternative proposals to the Vice President of Instruction.

1. The selection of employees to be laid off pursuant to the reduction in force shall be made from among the employees within the unit(s) affected by the reduction in force and shall be made consistent with the educational priorities of such unit(s). Whenever possible, reduction in force shall be applied so as to protect full-time positions.
2. The order in which employees within the affected unit(s) are laid off shall take place as follows:
 - a. First, from among the less than half-time employees in the unit(s) before the half-time or more employees are laid off;
 - b. Then, from among half-time or more employees, temporary employees in the unit(s) are to be laid off before the probationary and regular employees are laid off;
 - c. Lastly, from among the half-time or more probationary employees before the half-time or more regular employees are laid off.
3. The order of layoff within each category listed in Subsection 2 above, except non-bargaining unit faculty members, shall be by inverse order of length of continuous service from the first employment date recorded in the employee's first annual probationary contract (seniority). The order of layoff is subject to the requirement that

employees remaining within each affected unit have the qualifications necessary to teach the remaining courses and/or perform the remaining duties.

- a. Persons who remain outside the bargaining unit for more than twenty-four (24) consecutive months shall relinquish all seniority rights and shall be terminated from the faculty bargaining unit.
 - b. An authorized leave of absence or layoff for up to two (2) years with or without salary shall not be deemed an interruption of continuous service for the purpose of continued accumulation of seniority.
4. In the event a decision is to be made between two (2) employees who are equal in seniority, the decision of who shall be retained shall be made on the following basis:
- a. Earliest date of first payroll check as a faculty member.
 - b. If the affected employees remain tied in seniority after applying subparagraph a., then the decision shall be made by lot.
5. Units recognized for the purpose of implementing reduction in force shall include courses and/or activities grouped as follows:
- a. Skill development
 - b. Library
 - c. Health Science
 - d. Art;
 - e. Business;
 - f. Communication, Composition, Theater and Literature;
 - g. Student Services
 - h. Mathematics and Science;
 - i. Physical Education and Health;
 - j. Social Science;
 - k. Public Services;
 - l. Education & Human Services;
 - m. Technical Career Education;
 - n. Music;
 - o. Customized Training/ Small Business Development Center
 - p. English Second Language
6. The College shall prepare a grid for each of the above listed units by November 15 of each year. Each grid shall set forth the following information:
- a. The names and seniority dates of all bargaining unit employees in each unit shall be listed in descending order of seniority across the top of the grid. An employee who works in more than one (1) listed unit shall be included in each unit if the annual assigned workload equates to at least forty percent (40%) of the assigned time in each unit. The determination on placement in the units shall be based on the workload for the last contracted year worked except that people transferred to

another unit for no more than one year will preserve placement in their former unit. New employees shall have their placement determined by current workload assignments.

- b. The courses and/or activities budgeted and/or provided within the listed unit shall be displayed to the left of the grid in alphabetical and/or numerical order by department.
- c. Checks will be placed beside each course or activity and adjacent to the name of each employee who meets the College qualifications required for the assignment shown at the top of the grid.
- d. A copy of the grid prepared for each listed unit shall be sent to the Association and shall be available in the office of the director of personnel for review by any member of the bargaining unit. Each bargaining unit employee shall also be sent a copy of the grid for the listed unit in which they are included no later than November 15 of each year.

Employees initially hired on annual probationary contracts after the November 15 date, shall be placed on the grid in the aforementioned manner within thirty (30) days after beginning work.

- e. Employees shall have thirty (30) working days from the date they receive the grid to initiate a grievance concerning seniority dates and/or qualifications. The director of personnel shall be notified of all changes in qualifications once the grid has been developed. The final determination of employee qualifications shall be based upon the qualifications that the employees possess as of the posting date of the notification of layoff.
7. In the event a reduction in force becomes necessary, the College shall display the courses and/or activities budgeted and/or provided within the affected unit(s) to the left of the grid from top to bottom in descending order of priority by department. The determination of who is to be laid off will be made by moving through the appropriate grid from bottom to top and from right to left.
- a. Employees with greater seniority will be retained over less senior employees provided that they have the qualifications determined to be necessary to perform the remaining duties.
 - b. A checked box will signify that a person meets the College qualifications required for assignment to the course or activity listed to the left of the grid.
8. Except in the event of an unanticipated loss of a major source of revenue, the College shall provide the following notice of layoff:

- a. For probationary employees, at least three (3) months prior to the actual date of layoff.
- b. For regular employees, at least six (6) months prior to the actual date of layoff.

B. Recall

Laid-off bargaining unit employees shall have recall rights within the listed unit(s) they were laid off from for a period of twenty-four (24) months from the first day of the month following the date the employee would have normally reported to work, which shall be the effective date of layoff.

1. Recall shall be made in the order of seniority, provided the employee is qualified to perform the assignment(s) to which the employee is being recalled.
2. Recall rights shall include less than half-time (1/2) workload assignments which shall be paid from the part-time salary schedule. Less than half-time workload assignments(s) shall not be construed as an interruption of layoff status.
3. Recall notice shall be mailed by certified letter to the last mailing address recorded with the College.
4. Employees shall have the obligation to advise the Human Resources Office of address changes or changes in qualifications.
5. A recall notice must be answered within thirty (30) calendar days of certification. The response must be by certified mail to the Human Resources Office.
6. Laid-off bargaining unit employees may reject a recall notice without forfeiting recall rights.
7. Laid-off bargaining unit employees shall be notified of all annually contracted half-time or more administrative and faculty job openings. Notification shall be sent by regular mail to the last mailing address recorded with the College.
8. Employees laid off from the College shall be considered in-house candidates for any annually contracted half-time or more vacant position in the bargaining unit for which they qualify. Consideration as in-house candidate provides for an interview of that candidate prior to consideration of outside applicants. However, if the in-house candidate is equally or better qualified than all other candidates, both in-house and from outside, then the in-house candidate will be hired.
9. Laid-off employees shall have the right, at their own expense, to continue to participate at the group rate in employee medical, dental, life, and long-term disability programs; subject to the approval of the carrier(s).
10. Laid-off employees who find it necessary to terminate from the Public Employees

Retirement System during their twenty-four (24) month recall period, may do so by written request to the Personnel Office and shall not be considered a terminated employee for other employee rights as determined by this Article.

11. Employees laid off for more than twenty-four (24) continuous months from the effective date of layoff, shall relinquish all recall rights and shall be terminated.

C. Miscellaneous

1. The determination of the necessity for a reduction in force and the determination of how courses and activities are to be prioritized within a given unit are matters reserved exclusively for the College and as such are not grievable. Other issues arising under this Article are subject to challenge under the terms prescribed in Article 13 of this Agreement.
2. The College will have the sole right to determine and evaluate the relative qualifications of candidates for positions outside their own affected unit(s) and select the best qualified candidate.

ARTICLE 20

TUITION WAIVER

Tuition at Clackamas Community College for all Clackamas Community College sponsored classes will be waived for any full-time member or retired member of the bargaining unit and for member's or retired member's spouse, domestic partner (person living with employee in a spousal-equivalent relationship), and dependents.

ARTICLE 21

PROFESSIONAL IMPROVEMENT

- A. It is recognized by the Board that attendance at professional meetings, participation in instruction related activities, or enrollment in appropriate courses and/or workshops makes an employee a more learned and valuable member of the faculty.
- B. Effective July 1, 2007 the Board will allocate \$600 per year per employee for professional development, to attend such meetings, to participate in such activities, and/or for tuition, travel, and fees incurred in enrolling and attending courses at other institutions. The expenditure of such funds shall be made at the discretion of each employee with the approval of the appropriate administrator. Any disapproval shall be for good cause. The funds may be transferred with the approval of the individual instructor.
- C. For professional development involving exceptional expenses, the Board will allocate \$40,000 per year:

These funds will be allocated and expended in accordance with the rules developed by a faculty committee in conjunction with the Human Resources Office. Allocations are to be used for exceptional expenses for professional improvement as outlined above.

ARTICLE 22

SCOPE AND EFFECT

A. Waiver of Further Bargaining

Both parties agree that during the course of negotiation which resulted in the execution of this Agreement, each party had the unlimited opportunity of making proposals, assessing proposals, and analyzing positions. The parties further assert that all obligations and benefits contained in this Agreement are the result of voluntary agreement.

B. Merger

This document contains the full and complete Agreement reached on issues considered during negotiations. No amendment or supplement to this Agreement shall be deemed effective unless it is reduced to writing and signed by the parties to this Agreement.

C. Compliance between Individual Contract and Agreement

Any individual contract between the Board and an individual instructor heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

D. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all instructors now employed, hereafter employed, or considered for employment by the Board. An additional twenty-five (25) copies of this Agreement will be given to the President of the Association.

E. 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.

F. Contract Maintenance

Informal meetings will be held as needed with the Association leadership, including the Association President, management representatives, and the Human Resources Dean to discuss issues, application, and maintenance of the contract. Any modifications to the contract will be mutually agreed to by the Association and the College in a Memorandum of Agreement.

ARTICLE 23

NO STRIKES OR LOCKOUTS

- A. 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 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.
- B. The Board agrees there shall be no lockout of employees during the term of this Agreement.
- C. Employees shall retain all rights under ORS 243.698.

ARTICLE 24

DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 2007, and shall continue in effect until June 30, 2010.
2. The parties agree to enter into collective bargaining to modify this Agreement no later than February 1, of the year this Agreement is due to expire.
3. 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.

Don Hartsock, Chairperson
Faculty Bargaining Team

Ron Adams, Chairperson
CCC Board of Education

Amanda Coffey,
Faculty Bargaining Team

Dennis Chapman
Management Bargaining Team

Douglas B. Cross,
Faculty Bargaining Team

Diane K. Drebin
Management Bargaining Team

Patricia McIlveen,
Faculty Bargaining Team

Scott Giltz,
Management Bargaining Team

Sarah Morris,
Faculty Bargaining Team

Baldwin van der Bijl,
Management Bargaining Team

Paul J. Wanner,
Faculty Bargaining Team