

Collective Bargaining Agreement

Between

Chemeketa Community College
District Board of Education

and

Chemeketa Community College
Classified Employees Association

July 1, 2016–June 30, 2019

AGREEMENT

CHEMEKETA COMMUNITY COLLEGE

DISTRICT BOARD OF EDUCATION

AND

CHEMEKETA COMMUNITY COLLEGE

CLASSIFIED EMPLOYEES ASSOCIATION

PREAMBLE

This Agreement is made and entered on this 21st day of July, 2016 by and between the Chemeketa Community College District Board of Education and its representatives, hereinafter referred to as the "College," and the Chemeketa Community College Classified Employees Association, hereinafter referred to as the "Association," to be effective as of July 1, 2016, unless otherwise noted in this agreement.

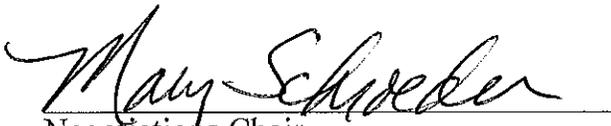
This document incorporates the sole and complete agreement reached between the College and the Association resulting from negotiations held pursuant to the provisions of ORS 243.650, et seq.



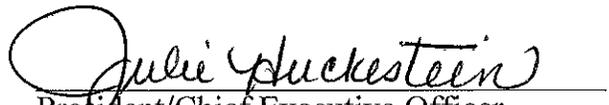
President
Chemeketa Community College
Classified Employee Association



Chairperson
Chemeketa Community College
College Board of Education



Negotiations Chair
Chemeketa Community College
Classified Employee Association



President/Chief Executive Officer
Chemeketa Community College

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ARTICLE 1—RECOGNITION

- 1.1 The College recognizes the Association as sole and exclusive bargaining representative for classified employees of the College. The parties recognize that there are ten (10) month, eleven (11) month, and twelve (12) month employees. The individual supervisor will determine all duty and non-duty days for employees working less than twelve (12) months.

Any provisions of this agreement which conflict with specific requirements of special funding, and where that conflict would result in the loss of the program, will be superseded by the grant requirements.

- 1.2 Employment of part-time hourly workers shall not exceed 1,039 hours in a twelve-month period measured from the beginning of the January pay period (December 16th) to the end of the December pay period (December 15).

In the event the hours exceed the limit, the employee will be included in the bargaining unit unless there is mutual consent between the College and the Association.

- 1.3 Specifically excluded from the provisions of this Agreement are part-time hourly and limited-term employees, except as provided by Article 20; management employees, supervisors, and confidential employees as defined by law or as determined by the Employment Relations Board; and employees covered by other College bargaining agreements.

Bargaining unit members who accept teaching assignments that are not part of their Classified responsibilities and for extra compensation shall:

- A. Be paid for the teaching work according to the salary schedule the greater of:
- a. the part-time faculty rate; or
 - b. their overtime rate on the classified salary schedule if the teaching assignment results in an employee working in excess of 40 hours per week.
- B. Receive step increases for their teaching work under the provisions of the faculty agreement.
- 1.4 Except as specifically provided for herein, all leaves with pay, differentials, and fringe benefits for employees in the bargaining unit working .50 FTE or more but less than full-time (40 hours per week) as specified in Section 1 above of this Agreement shall be prorated based on their assigned level of FTE unless adjusted by the end of term determination of hours.

The determination of the average hours per week shall be made by the College at the end of each term from the time sheets submitted each month. Any changes in leave and benefit level as required by the time sheets shall take effect on January 1, April 1, July 1, and October 1 except that changes shall take place at the beginning of the next month after a formal change in hours is approved through Human Resources. Changes in leave and benefit level due to a reduction in workload by Article 37 or Article 39 shall take effect according to the timelines of those articles.

- 1.5 In no instance shall an employee receive his/her prorated share of leaves with or without pay and fringe benefits at a rate less than his/her agreed upon anticipated assignment, unless the employee's FTE is reduced due to their use of unpaid leave for four consecutive months and the employee is not expected to return to the original level of assignment. Months where unpaid leave protected by leave laws or leave due to worker's compensation are not counted. The proration shall occur the month following the fourth consecutive month.
- 1.6 For purposes of this article, leaves with pay are: vacation, sick, bereavement, and personal business leave and paid non-duty days. Fringe benefits are health insurance, life insurance, tuition waivers and other benefits associated with payroll.

ARTICLE 2—LIFE OF AGREEMENT

- 2.1 Both parties agree that, during the course of negotiations which resulted in the execution of this Agreement, each party has had the opportunity of making proposals, assessing proposals, and analyzing positions. The parties further assert that all obligations and benefits contained in this Agreement are a result of negotiated agreement.
- 2.2 This Agreement contains the full and complete agreement reached on the issues considered during negotiations. All prior agreements and understandings between the parties are replaced and superseded by the provisions herein. No amendment shall be deemed effective unless in writing and signed by the parties to this Agreement.
- 2.3 Unless otherwise noted in this Agreement, this Agreement shall take effect on July 1, 2016 and shall remain in full force and effect until June 30, 2019.
- 2.4 After July 1, 2017, and before June 30, 2018, the Association and College may open this Agreement to negotiate a revised salary, step equalization, a new date for step increases, and the addition of steps to the salary schedule. These amendments would take effect July 1, 2018 and would continue through the life of this Agreement. No changes or amendments may be made to the terms and conditions of this Agreement as a result of these negotiations set forth in this section unless agreed to by both parties.

ARTICLE 3—SEPARABILITY

- 3.1 If any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decisions shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 4—NON-DISCRIMINATORY APPLICATION OF AGREEMENT

- 4.1 The provisions of this Agreement shall apply equally to all employees in the bargaining unit.

- 4.2 Any claim of a violation of Section 4.1 shall be excluded from the procedures of Article 40 and instead shall be made exclusively through appropriate college policies and procedures, and/or state and federal agencies.
- 4.3 An Association member has a right to representation by the Association with regard to a proceeding with the College under Section 4.2.

ARTICLE 5—FUNDING

- 5.1 The parties recognize that revenue needed to fund the provisions of this Agreement must be approved by established budget procedures of the District.
- 5.2 This Agreement is entered into contingent upon the approval of an operating budget sufficient to fund this Agreement. The College agrees to include in its annual budget sufficient funding for this agreement.

No part of this article shall be construed to be a guarantee of staffing levels nor shall it be construed as a waiver of any rights or benefits provided for in this agreement.

ARTICLE 6—COLLEGE PERSONNEL RULES

- 6.1 The College will furnish to the Association President a copy of all College-wide personnel rules that affect members of the bargaining unit.
- 6.2 At any time the college determines that College-wide personnel rules affecting bargaining unit employees should be amended or new personnel rules adopted, the Association will be provided a copy of the proposed change or new rules and be allowed one (1) calendar month to respond prior to the time of planned adoption.

ARTICLE 7—USE OF BUILDING FACILITIES

- 7.1 The Association or committees of the Association shall be allowed the use of College facilities for meetings when such facilities are available and the meetings would not conflict with business of the College.
- 7.2 The Association will schedule use of College facilities through regular College procedures.
- 7.3 The College will make a reasonable effort to provide the Association with private office space on the Salem campus for storing its files and meeting with members.

ARTICLE 8—COMMUNICATIONS

- 8.1 The College agrees to allow the Association to use the College internal mail service, electronic mail, bulletin board space, and College office mail boxes for official Association business. This permission for use shall expire as of the time either party declares an impasse in the bargaining process, unless otherwise agreed to in writing by the parties.

ARTICLE 9—BARGAINING UNIT LISTING

- 9.1 Upon request of the Association, the College shall furnish the Association an electronic file of employees in the bargaining unit. The file shall include the unit

code, funding source, employee name, job name, job family, band, grade, step, FTE, campus (or outreach) location, date of hire, campus phone number, home address and home phone number of each employee.

ARTICLE 10—ASSOCIATION DUES AND FAIR SHARE

- 10.1 The College shall deduct monthly the Association membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Payroll Office by the Association. Unless prevented from doing so by circumstances beyond the control of the College, the aggregate deductions of all employees shall be remitted together with an itemized payroll statement by the College to the Association Treasurer no later than the tenth (10th) of the month following the month for which the deductions were made. Any error in the amount remitted to the Association shall be corrected within thirty (30) days.
- 10.2 The written request for dues deduction is not terminated when an employee is placed on a leave of absence without pay or placed on layoff status. The College shall deduct Association dues commencing with the first paycheck following the employee's return to paid status.
- 10.3 When authorized by participating employees, the College shall deduct monthly and forward to the Association Treasurer amounts withheld for premiums of Association-sponsored insurance programs.
- 10.4 Each employee who is a member of the bargaining unit herein defined, but is not a member of the Association, shall pay to the Association for representation costs an amount equivalent to such monthly assessments paid by Association members. Such payment shall be deducted from the compensation of each classified employee and said payments will be remitted to the Association according to the terms of Section 1 of this Article.
- 10.5 An individual employee may object to said payments on the grounds of teachings of a church or religious body. The member then will be required to inform the College and the Association of his/her objection in writing. The individual employee will meet with the Association President and College's Business Manager and establish a mutually satisfactory arrangement for distribution of an amount of money equivalent to regular Association assessments to a nonreligious charity, a college scholarship fund, or a nonprofit foundation.
- 10.6 The Association shall hold the College harmless from any claims against the College as a result of deductions paid to the Association.

ARTICLE 11—ASSOCIATION BUSINESS

- 11.1 The Association shall be furnished agendas, minutes, budget documents and other written materials falling within the provisions of College policy and ORS Chapter 192.
- 11.2 The Association shall be provided the name and office location of any new unit employee within ten (10) working days of initial date of hire.

- 11.3 Whenever possible, employee attendance at meetings of the Association or committees of the Association during working hours shall be subject to three (3) days prior approval by the employee's supervisor.
- 11.4 The Association shall designate two (2) members as Grievance Officers and provide their names to the Director of Human Resources. Grievance Officers or delegates shall be the points of contact for Human Resources in the processing of grievances.
- A. Grievance Officers or delegates shall be allowed time away from work to attend:
- i. meetings requested by the College, or
 - ii. meetings required by this agreement, or
 - iii. an arbitration hearing.
- B. Other time spent processing or investigating grievances shall be done outside of regular work hours and shall be non-paid.
- C. A Grievance Officer or delegate shall not be involved in a grievance that originates from his/her department except by mutual consent.
- 11.5 The Association shall be allowed Union Stewards. Members of the Association Executive Board may also serve as Union Stewards. The Association will provide the Director of Human Resources with an updated listing of Union Stewards prior to October 1 of each year.
- 11.6 The Association shall reimburse the College for such time used as the Association President reasonably requires for conducting the business of the Association, up to a maximum of 250 hours per year. In addition, the Association shall reimburse the College for time used by its contract negotiations team members to prepare for negotiations up to a maximum of 100 hours for all team members in any calendar year.
- The reimbursement shall cover all wages and benefits of the President or team members for the time the President or team members are away from their jobs, except where such time is otherwise provided for in this agreement. Use of this time shall not disrupt the work of other College employees.
- Time away from work shall be scheduled with the immediate supervisor with consideration for the operational needs of the College. The Association President shall track and report such time on his/her monthly Absence Reporting Form.
- The reimbursement shall be paid at the end of each quarter for previously used time.
- 11.7 An Association representative shall be allowed to attend the following meetings or events without loss of pay in addition to those set forth in Section 11.4.B. If a meeting or event set forth here or in Section 11.4.B takes place outside the employee's normal work schedule, the employee shall be allowed an equal number of hours off work.
- A. Contract management meetings.
- B. President's Advisory Council (PAC).

- C. Chemeketa Board of Education meetings.
 - D. Other meetings at which the College requires or requests Association representation.
- 11.8 Association representatives shall suffer no loss in pay when attending collective bargaining sessions scheduled during their regular work hours.

ARTICLE 12—MANAGEMENT RIGHTS

- 12.1 The Association recognizes that the College has the responsibility and complete authority to manage, direct and otherwise control on behalf of the public all operations and activities of the College.
- 12.2 The College retains all rights and prerogatives not specifically restricted by this Agreement.

ARTICLE 13—STRIKES/LOCKOUTS

- 13.1 The Association agrees that during the term of this Agreement they will not conduct, join, participate in or otherwise support a strike, work stoppage, slow down, picket line observance or other concerted interference with work at or of the College. Employees who participate in any such action shall be subject to such action as determined appropriate by the College.
- 13.2 The College agrees that during the term of this Agreement there will be no lockout of Association bargaining unit members.

ARTICLE 14—CONTRACTING OUT

- 14.1 In the event the College should contemplate the use of outside services to perform functions currently performed by bargaining unit members, it shall, upon a timely demand from the Association, bargain the decision and impact, if any, of such action upon bargaining unit members.

ARTICLE 15—COMPLAINTS

- 15.1 Employee Complaints.
Any employee complaint which does not qualify as a grievance as defined in Article 40.1 may be pursued by the employee up to and through Step 3 of the grievance procedure set forth in Article 40.3. The President's or his/her designee's decision on the complaint at Step 3 shall be final and will not be appealable to arbitration.
- 15.2 Notice of Complaint.
In the event a Classified member is alleged to have discriminated against or harassed another employee, and the College determines there is merit to the complaint, the accused shall, within fifteen (15) work days after the allegation is brought to the attention of the college, be informed of the name of the complainant and the nature of the complaint.

ARTICLE 16—PROBATIONARY EMPLOYMENT

- 16.1 Every person covered by this Agreement shall serve in probationary employment status for a period of six (6) months of performing the job duties in an initial position. Upon successful completion of probationary employment, he/she shall acquire regular status.

The probationary period will start again if the employee is reassigned or transferred during the initial six-month period of employment. This may be waived by the new supervisor. In no case will an employee's total probationary period extend beyond 12 months after the date of hire. Further, even if the probationary period is extended, benefits will be provided as if the employee had served only a total of six months of probationary employment.

- 16.2 During the probationary period, the employee's job performance shall be informally evaluated by his/her supervisor. If the employee's performance is unsatisfactory, the supervisor shall inform the employee of his or her deficiencies.

A probationary employee whose performance does not meet the required standards may be dismissed from service, and such action will not be subject to review under the grievance and arbitration provisions of this Agreement.

- 16.3 A probationary employee's supervisor may request, and the Director of Human Resources may allow, the employee an additional probationary period not to exceed three (3) months. When an additional period is approved by the Director of Human Resources, the employee shall be given notice that his/her services shall be terminated if specific deficiencies have not been corrected during the extended period of probationary employment, or if the employee's performance is otherwise unsatisfactory.

The college will notify the Association President in writing of this extension.

ARTICLE 17—EVALUATIONS

- 17.1 Both the College and the Association agree that the purpose of the evaluation at Chemeketa Community College will be:
- A. To identify strengths and weaknesses and provide the employee feedback concerning job performance;
 - B. To provide written recognition of employee accomplishments;
 - C. To provide employees a means for identifying professional growth and development;
 - D. To help identify individual and in-service training opportunities; and
 - E. To provide continuing documentation for pay and promotional actions.
 - F. To assist in determining whether an employee's employment should be continued.
 - G. To review the employee's classification description and update the working job description.
- 17.2 The College shall (after the probationary period), at least once in a twelve (12) month period, review and rate the work performance of each classified bargaining unit employee. Each evaluation shall be limited to conduct or events in the preceding 24-month period.

If an employee changes to another position (as identified in Article 20) the evaluation date will remain the same. The annual step increase will occur at the appropriate times as identified in Article 24.2. The College's representative shall complete an evaluation form using only job-related factors, review with the employee each rating, and discuss strengths and weaknesses in his/her work performance.

- 17.3 Performance evaluations shall include a review of the employee's current classification description and position description by the employee and supervisor. If updates are made to the employee's position description, a copy will be submitted to Human Resources attached to the evaluation for inclusion in the official personnel file.
- 17.4 Any time an evaluation relies on information from another person as the basis for statements or judgments made in completing the evaluation form, then the employee has the right, upon request, to know the source of that information.
- 17.5 The employee will be given at least three (3) business days' notice prior to the initial evaluation conference.

If a supervisor requires that the employee provide any personally prepared written documents or information for the evaluation, the employee will be given at least seven (7) business days' notice prior to the initial evaluation conference.

The supervisor shall discuss the evaluation with that employee during the conference and provide the employee a copy of the completed evaluation form. The employee shall sign the evaluation, which acknowledges only that he/she has read it. The employee's signature does not constitute agreement with the evaluation but confirms that the employee has read and understands its contents.

- 17.6 An employee may file a response to their annual performance evaluation within 20 working days of signing the evaluation. The employee will provide a copy of the response to their supervisor and Human Resources. The response shall be filed in the official personnel file along with the evaluation.

ARTICLE 18—PLANS OF ASSISTANCE

- 18.1 Any time the performance of a regular employee is deemed by his/her immediate supervisor to not regularly meet job standards, the employee and the supervisor shall meet to discuss the performance deficiencies. If deemed necessary by the supervisor, the employee may be placed on a written plan of assistance to address the specific performance deficiencies.
- 18.2 Employees who have been placed on a plan of assistance will have no less than thirty (30) calendar days in which to improve their performance, at which time an evaluation will be conducted by the supervisor to determine if they have achieved the expectations.

- 18.3 If the employee has successfully achieved the level of performance expected in the plan of assistance, then he/she will be removed from the plan of assistance after the evaluation is completed. The College shall be under no obligation to return an employee in such a situation to a plan of assistance should the employee subsequently demonstrate deficiencies that were addressed by the original plan.
- 18.4 A plan of assistance is mandatory if a regular employee receives an evaluation under Article 17 which shows the employee fails to meet satisfactory performance and results in the denial of a step increase.
- 18.5 The College shall notify the Association in a timely manner when an employee is to be placed on a plan of assistance. Such an employee is entitled to Association representation at the employee's request.
- 18.6 The College may only discipline an employee as a result of a plan of assistance if there is just cause to do so as provided in Article 22.

ARTICLE 19—PERSONNEL FILES

- 19.1 The College shall maintain for College use an official personnel file in the College Human Resources Office for each employee, which shall be the only personnel file maintained on each employee for purposes of retention, promotion or discipline. The file shall contain copies of evaluations, commendations, letters or other materials deemed appropriate by the College. All entries must be dated and signed by the submitting party.
- 19.2 The employee shall be provided a copy of any new material that could impact the employee's employment status within ten (10) working days of its placement in his/her file. The employee shall be allowed an opportunity to respond to that material. Any written response of the employee shall also be placed in the personnel file, provided the response is received by the College Human Resources Office within twenty (20) working days of the date of placement.
- 19.3 Except for an employee's supervisor(s), appropriate dean(s), the College President, College legal counsel, Executive Dean, and employees of the College Human Resources Office, an employee's personnel records shall not be made available to any individual or organization without a signed authorization statement from the affected employee.
- 19.4 Materials that are obtained confidentially by the College during the employing process shall not be subject to review by the employee.
- 19.5 Materials may be removed from the file by mutual consent of the College and the employee. The request for removal of materials should be initiated by the employee through Human Resources.
- 19.6 Employees shall have reasonable opportunities to inspect their personnel files and supervisor's working files.

ARTICLE 20—POSITION OPENINGS

- 20.1 Notice of position openings shall be posted on the college website. Any employee wishing to be considered for such opportunity shall meet the requirements of the posted notice and, upon doing so, shall receive consideration for the position.

Whenever a transfer is being considered, the appropriate College administrators will meet with the Association President and an Association Vice-President to discuss the proposed reassignment.

- 20.2 If an employee is hired into a position through a competitive recruitment process, prior to accepting the position, the employee may negotiate with the college for a higher step placement. Movement into a position of a higher band/and or grade will result in at least a 3.5% increase

- 20.3 Ten (10) and (11) month Employees will be given first consideration for filling limited-term (see 20.7) or part-time hourly positions during breaks in their work schedule that exceed three weeks providing they meet the minimum qualifications. To be considered for such positions, these employees must make prior application in a separate pool containing only applications from such employees, as no other notice will be provided.

The College retains the right to choose from among qualified applicants, and such limited-term or part-time hourly positions shall not be combined to extend the regular appointment of any employee. Employees hired for such positions will be paid at the rate of the vacant position and will not accrue vacation leave and will not be paid for holidays.

Less than 12-month employees who are hired back during the summer break to perform substantially all of the same responsibilities in the same position shall be paid their regular rate for such work or at the part-time hourly rate, whichever is higher.

- 20.4 An employee who applies for a position of a higher classification or requests a transfer pursuant to Section 20.2 and who is not selected to fill the position may request in writing an explanation of the reasons for nonselection and shall be provided such reasons in writing.

- 20.5 Discretionary Appointment.
These may or may not be bargaining unit positions and may be offered to current bargaining unit members. The length of appointment using this form of hiring may not exceed one year. If the position continues beyond the original discretionary appointment period, formal recruitment must take place.

Discretionary appointment employees have all the rights and privileges of the collective bargaining agreement between the Association and the College except Article 37, layoff, and 38, return from layoff, unless they are on an authorized leave from a current position in the bargaining unit or as provided below.

When a discretionary appointment employee's position is terminated, the employee will be considered as laid off and entitled to recall rights as provided under Article 38 of the collective bargaining agreement if they were a regular status employee

immediately before accepting a discretionary appointment. For this purpose, time spent in a discretionary appointment will count toward seniority.

20.6 Limited-Term Positions.

The College may hire employees into limited-term positions for a period not to exceed twelve (12) months. The College shall not hire the same employee consecutively into the same limited-term position unless otherwise agreed to by the association. These employees are not bargaining unit members. When and if an employee in a limited-term position becomes a bargaining unit employee, the date of hire will be the date hired into the limited-term position.

A bargaining unit employee who is selected to fill a limited-term position will retain their status as a bargaining unit member during the limited-term appointment and will be allowed to return to their former position if they are not selected to fill the position on a regular basis. In order to retain rights to the former position, the employee must file and be approved for a leave of absence from their former position.

20.7 The parties agree to meet and resolve any issues regarding limited-term appointments which are not covered above on a case-by-case basis.

ARTICLE 21—CLASSIFICATION/CLASSIFICATION REVIEW

21.1 Each position shall be assigned a classification on the basis of its authorities, responsibilities, and duties. The College shall maintain and post on the internal network written position and classification descriptions for each position.

21.2 A. Should an employee believe that the duties and responsibilities that he/she is performing have been substantially and permanently changed and that the position should be reviewed, he/she shall:

1. Complete a Position Review Request (PRR) packet,
2. Forward the completed packet to Human Resources,
3. Submit a copy of the completed PRR packet to his/her supervisor.

B. Upon receipt of the PRR form, the Human Resources Department will:

1. Time stamp the PRR form,
2. Forward a copy of the stamped form to the Association President,
3. Send out notification of next steps to employee and supervisor,
4. Retain a copy of the time-stamped form for HR files.

C. Upon receiving the packet from the employee, the supervisor shall:

1. Meet with the employee to review the PRR packet, and note changes, disagreements, and/or add necessary information.
2. Sign the PRR form and forward any changes to the College Human Resources Office within fifteen (15) working days of the date stamped on the PRR form by Human Resources (21.2B). This date will be the effective date of any increase in salary that results from the review.

21.3 A. A College supervisor or management employee may initiate a classification review if, in the supervisor/manager's opinion, the duties and responsibilities of a position have been substantially and permanently changed. He/she shall:

1. Complete the PRR form and updated position description
 2. Review the completed PRR form with the employee and note changes, disagreements, and/or any necessary information,
 3. Submit the completed PRR form to Human Resources
- B. Upon receipt of the completed PRR form, the Human Resources Department will:
1. Time stamp the PRR form,
 2. Forward a copy of the stamped form to the Association President
 3. Send out notification of next steps to employee and supervisor
 4. Retain a copy of the time-stamped form for HR files.
- 21.4 A. The College Human Resources Office will review the PRR packet for appropriate placement within the classification system. The employee and/or Association may submit any information or materials believed to support the original request. The College Human Resources Office will give an analysis of its review in writing within 60 calendar days of the date stamp.
- B. If the Human Resource Office recommends a change in classification, this recommendation will be reviewed by Executive Team, and notice sent to the Association President. The employee may accept that decision or may appeal that decision with a written request for review by the Classification Appeals Committee. Such request must be made within fifteen (15) working days of receipt by the employee of the Human Resources Office recommendation.
- C. If the College Human Resources Office recommends no change in classification, the employee and the Association President will be notified. The employee may accept that decision or may appeal that decision with a written request for review by the Classification Appeals Committee. Such request must be made within fifteen (15) working days of receipt by the employee of the Human Resources Office recommendation.
- 21.5 A. The College shall establish and train a pool of four Classified employees named by the Association and four Exempt employees named by the college for the purpose of convening a Classification Appeals Committee (CAC). The CAC shall be convened by the Director of Human Resources or designee and made up of two (2) Classified representatives two (2) exempt representatives from the pool , and one (1) representative from Human Resources who was not involved in the decision outlined in 21.4.A.
- B. The Classification Appeals Committee will meet within thirty (30) calendar days of the filing of an appeal request. This timeline can be extended by agreement of the College and the Association.
- C. The Classification Appeals Committee will review all requests for appeal for appropriate placement within the classification system.
1. The employee and/or Association will be given an opportunity to present to the committee and/or submit any information or materials believed to support the original request. Unless the employee agrees otherwise, he/she will be given at least one week's advanced notice of the meeting.

- 2. Comparison with external market wage information may be introduced in the materials submitted for consideration.
 - 3. The Classification Appeals Committee will give the employee and the Association an analysis of their review in writing within 30 days of the final committee meeting.
- D. If the Classification Appeals Committee recommends a change in classification it will be forwarded to Executive Team for review.
 - E. If the Classification Appeals Committee recommends no change in classification, there is no further appeal which may be taken.
- 21.6
- A. The Executive Team will review all changes in classification recommended by the Human Resources Office or the Classification Appeals Committee.
 - B. If the Executive Team concurs with the recommended change in classification, the employee and the Association President will be notified. The employee will be compensated in accordance with Section 21.8A. Any increase in salary will be effective the date the request was submitted to the College Human Resources Office (see 21.2B).
 - C. If the Executive Team disagrees with a recommended classification change, the employee and the Association President will be notified. Executive Team will give direction to the supervisor to change the duties of the employee so that his/her tasks are consistent within the classification system, if necessary. Such notification shall also be sent to the employee and the Association President.
- 21.7
- Decisions on proper classification level made by the Executive Team or recommended by the Classification Appeals Committee are excluded from the grievance procedure of Article 40.
- 21.8
- A. If an employee receives a new classification which is higher in band and/or grade he/she will be placed at the nearest step greater than his/her current salary which is at least 3.5% higher than his/her current salary.
 - B. If an employee receives a new classification which is lower in band and/or grade he/she will be placed at the step in the new salary range nearest to his/her current rate. If the placement would result in a loss of pay, the employee will be frozen at his/her current rate until the new classification rate catches up to the old rate in dollar value, higher or lower, to his/her current step.

ARTICLE 22—DISCIPLINARY ACTION

- 22.1
- A. No non-probationary employee shall be disciplined without just cause. Discipline may include written reprimands, demotion, suspension and termination.
 - B. For purposes of this agreement, just cause shall be defined as follows:

1. The employee shall have had reasonable notice of the rule that he/she is alleged to have violated. The rule shall be reasonably related to the efficient and safe operation of college;
 2. The College shall conduct a fair and thorough investigation into the alleged misconduct;
 3. The College shall demonstrate that the employee has engaged in the conduct that is charged;
 4. The College shall apply its rules and expectations consistently, or provide a reasonable rationale for treating the instant situation differently from prior situations;
 5. The College shall administer discipline in a progressive manner, where appropriate given the seriousness of the offense and in accordance with the past record of the employee.
- 22.2 The College agrees to furnish any non-probationary employee a written statement of the reasons for any demotion, suspension or termination. The College shall send a copy of the statement to the Association President within two (2) working days unless the employee requests, in writing, that this not be done.
- 22.3 Any appeal of a disciplinary action shall be filed pursuant to Article 40 of this Agreement.
- 22.4 Discipline shall be administered in a confidential manner which is consistent with the circumstances involved.
- 22.5 The parties agree that an employee shall have the right to have an Association representative present during any investigatory interview that the employee reasonably believes will result in discipline at that meeting or at a subsequent meeting.

ARTICLE 23—HOURS OF WORK

- 23.1 The College shall be responsible for scheduling work in accordance with the provisions of this article. For full-time employees the regular work day is eight (8) hours and the regular work week is forty (40) hours. All employees shall be scheduled for no less than two (2) consecutive days off each week, and shall be provided notice of their work schedule.
- 23.2 Notwithstanding the provision of Section 23.1 above, the terms of Article 23 will, where necessary, be waived for the employee to allow for the agreed flex-time schedule. Flex-time schedules may be a condition of employment for new or vacant positions. When a flex-time schedule is established, the hours that are scheduled for the employee will become the base daily hours over which the employee will receive overtime compensation if it goes over forty (40) hours in a week. However, no employee will be regularly scheduled to work more than ten (10) hours in a day or more than forty (40) hours in a week.

- 23.3 Employees who are not relieved from their work assignment and who are required by their supervisor to remain in their work area during the meal period, such as Public Safety employees, shall have such time counted as hours worked.
- 23.4 All employees shall receive a rest period of fifteen (15) minutes in every four (4) hours working time or major fraction thereof. Employees working 10-hour shifts will receive three (3) fifteen (15) minute breaks during their work day. Upon the employee's request and whenever feasible, as determined by the supervisor, the supervisor may make arrangements for some or all of these breaks to be taken back-to-back with the meal period addressed in Section 5.
- 23.5 All employees shall be granted an unpaid meal period of not less than thirty (30) minutes in each shift of six (6) hours or more. Consistent with the operating requirements of the College, meal periods shall be scheduled at such times as will best allow employees adequate opportunity to eat their meal.
- 23.6 At the option of the College and subject to the provisions of 23.8, employees may be scheduled on the basis of four (4) consecutive days of ten (10) hours straight time per day. In the event an employee is working on such a 4-10 schedule, the relevant provisions of this Agreement dealing with overtime, holidays, vacation, sick leave or any other subject related to the length of the work day shall be considered as amended accordingly.
- 23.7 The College shall provide staff lounge facilities away from the employee's work area.
- 23.8 A. Temporary Schedule Change. Employees will be given at least five (5) working days' notice of any temporary change in their work schedule. A temporary change is a change lasting more than five work (5) days and up to one calendar month.
- B. Permanent Schedule Change. Subject to the operating needs of the College, employees will be given at least 15 working days' notice of any permanent changes in their work schedule. A permanent change is a change lasting more than one calendar month.
- C. Flex-Time. Employees who are regularly assigned flex time schedules are excluded from this notification requirement. An employee may waive the notice requirement in writing to their supervisor.
- 23.9 The College may authorize a telecommuting arrangement of an individual employee. This authorization will be dependent on the business needs of the college.

ARTICLE 24—SALARY

- 24.1 A. Salary Schedule Adjustment.
- a. Effective July 1, 2016, the salary schedule will be increased by 2.0%.
- b. Effective July 1, 2017, the salary schedule will be increased by 1.5%.

- c. Effective July 1, 2018, the salary schedule will be increased by 1.0%.
 - B. The salary schedules used during the term of this Agreement shall show yearly salary, monthly salary and hourly rate for each band and grade.
- 24.2 Step Movement.
- Effective July 1, 2016 through June 30, 2019, employees who have successfully completed their probationary period and are not yet on step 11 shall be eligible for salary step increases on their anniversary date.
- Salary step increases shall be awarded only upon receipt of satisfactory or higher performance evaluation. Salary step increases shall be denied if there is less than a satisfactory performance evaluation. Step movement beyond the term of this Agreement shall not be considered a continuation of this contract and is subject to the bargaining process. A special merit increase may be considered at any time following probationary employment completion.
- 24.3 If an employee accepts a replacement position for a temporary period of more than two (2) weeks, he/she will be assigned the appropriate band and/or grade of the replacement position for the duration of that temporary assignment after which the employee will be returned to their prior band and grade.
- 24.4 The College shall not withhold from employee compensation the contributions required by ORS 238.200; and shall assume and pay the employee contributions to the Public Employees Retirement System for employee members participating in the Public Employees Retirement System. Such payment of employee member monthly contributions to the System shall continue for the life of this Agreement. The full amount of required employee contributions paid by the College on behalf of employees shall be considered as “salary” within the meaning of ORS 238.205 but shall not be considered as “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. Such paid employee contributions shall be considered to be employee contributions for the purposes of ORS Chapters 237 and 238.

ARTICLE 25—PAYDAY

- 25.1 Payday shall be the last working day of the month.

ARTICLE 26—SICK LEAVE

- 26.1 Sick leave with pay may be taken as permitted by State and Federal law including the Oregon Family Medical Leave Act (OFLA) and the U.S. Family Medical Leave Act (FMLA) and the Oregon Sick Leave Law.
- 26.2 Full time (40 hours per week) employees shall be granted sick leave at the rate of eight (8) hours for each full month of employment. Less than forty (40) hours per week employees shall be granted sick leave on a pro-rated basis in accordance with this Agreement. This Section (26.2) is also subject to the provisions of Section 26.9 below.

- 26.3 Unused sick leave shall accumulate for an unlimited number of hours.
- 26.4 An employee shall not earn sick leave during any period of leave of absence without pay.
- 26.5 Employees shall use sick leave, as well as other accrued leave, for any absences covered by FMLA and/or OFLA.

For absences not covered by FMLA and/or OFLA, an employee who has exhausted all sick leave may use vacation leave for absences due to his/her own illness or the illness of a family member provided that his/her supervisor approves the vacation leave.

- 26.6 Verification of the necessity for absence from work and use of sick leave from an attending physician or health care practitioner may be required; however, except for sick child leave, absences covered by FMLA/OFLA always require verification from the attending physician or practitioner.
- 26.7 Employees covered by the provisions of ORS Chapters 237 and 238 shall, upon retirement, receive credit for their unused sick leave as provided according to Oregon law.
- 26.8 No compensation for accrued, unused sick leave shall be allowed to any employee during the terms of employment or upon separation from the classified service, except as provided in Section 26.7.
- 26.9 A month of work for the purposes of this Article shall be any calendar month in which the employee is scheduled on duty and on paid status for one-half (1/2) or more of the working days of that month. This provision applies to all employees, with the exception of eleven (11) month employees who will not receive sick leave for one month, to be determined by Human Resources, and ten (10) month employees who will not receive sick leave for July and August.
- 26.10 Employees may be eligible for the college's donated sick leave program. Information about this program is available on the internal website for Human Resources.

ARTICLE 27—VACATIONS

- 27.1 Subject to the provisions of Article 1, Section 4 of this Agreement, all employees shall, upon successful completion of the probationary period of employment and placement as an employee, earn vacation credits in accordance with the following:
 - A. Earns 8.0 hours of paid vacation each month during months one (1) through sixty (60) months of employment. However, vacation time earned during the first six months shall not be available unless and until the employee successfully completes the probationary period.
 - B. Earns 13.33 hours of paid vacation each month of work after completing sixty (60) months of employment.
 - C. Earns 16.00 hours of paid vacation each month of work after completing one hundred twenty (120) months of employment.

- D. Ten month employees will earn vacation for 10 months of employment.
Eleven month employees will earn vacation for 11 months of employment.
- 27.2 Employees scheduled to work less than a twelve (12) month assignment must take earned vacation between the beginning and ending dates of their assignment period.
- 27.3 A month of work for the purpose of this Article shall be any calendar month in which the employee is scheduled on duty and on paid status for one-half or more of the working days of that month.
- 27.4 A. Vacation leave must have the approval of the supervisor. Approval of vacation leave is subject to the operating requirements of the College. In unusual circumstances approval may be granted after the leave is taken.
- B. If two (2) or more employees in the same department request the same period of vacation leave, the employee having the greatest length of service with the College shall be granted first choice. An employee shall not be given preferential consideration more than once every two (2) years.
- 27.5 If an employee should incur unrecoverable vacation expenses, a previously scheduled and approved vacation shall not be canceled.
- 27.6 Employees may accumulate vacation leave credits up to a maximum of two hundred and eighty (280) hours. Maximum accumulated vacation leave credits will be prorated based on the employee's FTE. Vacation leave balances will be provided to the employee.
- 27.7 Any employee who is about to lose vacation credit because of accrual limitations stated in Article 27.6 may, by notifying his/her immediate supervisor in writing ten (10) working days in advance, take vacation time off to prevent loss of vacation credits. If the granting of vacation time would be contrary to the operational needs of the College, a supervisor shall authorize a payout of up to 40 hours of vacation credit to prevent loss of earned vacation credits. Payment in lieu of vacation leave shall reduce the accumulated credits of the employee in the same manner as actual vacation time taken. Payment is made only on regular paydays subject to the deadlines published by the Human Resources department.
- 27.8 An employee whose maximum vacation leave credit balance is permanently reduced due to a change in position FTE will receive 60 calendar days' notice to use any balance that exceeds the new maximum. If an employee receives less than 60 days' notice or the granting of excess leave is contrary to the operational needs of the College, the supervisor shall authorize a payout of the excess balance.
- 27.9 In the event of an employee's death, all moneys due him/her for accumulated but unused vacation shall be paid as required by Oregon law.
- 27.10 Vacation earnings shall not accrue during any leave of absence without pay. Employees terminating their position with the College for any reason while on leave without pay shall be paid for unused vacation credits accrued up to the end of the last full month of service at the pay rate in effect at the time the leave began.

27.11 An employee terminated during the first six (6) months of continuous employment shall not be entitled to pay for any vacation credits. Upon termination of employment, an employee who has successfully completed the probationary employment period and has worked as a regular employee shall be paid for unused vacation credits accrued up to the end of the last full month of service.

ARTICLE 28—INSURANCE BENEFITS

28.1 Employee insurance benefits are made available to all bargaining unit members as hereinafter provided.

A. Health Insurance.

The College will provide coverage for the health insurance listed below. It will, however, provide for only one spouse or eligible domestic partner (see Appendix C-2) if both parties are employed by the College. Employees with a spouse or eligible domestic partner (see Appendix C-1) with College coverage will decide which employee will carry coverage. If the employee fails to make this decision the College may select which employee will carry the coverage.

Effective July 1, 2016, the College will pay a maximum of \$1,350.74 per month for combined medical insurance. This amount will be increased every subsequent December 1 for the duration of this contract by the Portland Salem CPI-U annualized average for the previous year.

Any amounts above the stated maximum college contribution shall be paid by employees through payroll deductions.

Effective December 1, 2016, and for the life of this agreement, the college will pay up to an additional \$80.00 per month towards the combined medical insurance. This will be prorated by FTE.

For employees who elect a qualifying health plan and enroll in a health savings account (HSA):

1. The college will contribute \$30 per month to the employee's HSA
2. For employees who make contributions to the HSA account, the college will contribute an additional dollar-for-dollar matching contribution up to a maximum of \$20 per month.
3. Both college contributions (1 and 2) to the HSA will be prorated for less than 1.0 FTE employees.

The college will pay a \$100 per month stipend to employees who are required to waive dual coverage because both spouses/domestic partners are employed by the college.

Health Insurance Provided (subject to Article 1.4).

1. Medical insurance includes a choice of:
 - a. Hospital-Medical Insurance for employee, spouse/eligible domestic partner, and dependents subject to the provisions of Article 1, Section 4 of this Agreement.

- b. Health Maintenance Organization (HMO) Hospital-Medical option for the employee and family.
 - 2. Dental insurance for employee/eligible domestic partner, and dependents.
 - 3. Vision care insurance for employee, spouse/eligible domestic partner, and dependents.
- B. Life Insurance.
 Premiums for life insurance are paid by the college and are as follows:
 - 1. Group Life Insurance for the employee only, the value of which shall be one and one-half times the employee's annual salary, rounded up to the nearest thousand dollars and a maximum of \$50,000.
 - 2. Group Term Life Insurance for the employee's spouse or eligible domestic partner (see Appendix C-2), and dependent children up to \$2,000 per individual.
 - 3. Accidental Death and Dismemberment coverage for employee only.
- C. Long-Term Disability Insurance.
 Long Term Disability Insurance (LTD) equal to sixty-six and two-thirds percent (66.66%) of salary shall be provided for the employee only with benefits to begin ninety (90) calendar days after the disability occurs, for non-work related disability. Coverage shall be for the length of the leave as provided in Article 28.3.

Employees pay the premiums for this insurance through mandatory deductions.

- 28.2 For employees working less than full-time, the college will pay the health insurance contribution in 28.A.1 that is prorated based on the employee's FTE. Additionally, the college will pay a prorated premium allowance for insurance benefits set forth in this Section 1, subsections B through C above in accordance with Article 1, Section 4 of this Agreement and shall be required to pay the balance of premium for elected coverage at the composite rate.
- 28.3 During the first twelve (12) months of a long term disability leave, the employee shall retain all employee insurance benefits. Thirty (30) days after the end of that twelve (12) month period all employee insurance benefits shall be discontinued; however, arrangements may be made by the employee to assume the total cost of insurance premiums for benefits under an independent insurance plan, if approved by the insurance carrier. An employee on long term disability leave that does not exceed one (1) year shall be returned from such leave to the same position, salary step and level assigned at the time the LTD leave was granted. An employee on LTD leave for more than one (1) year shall have a right of recall for periods of one (1) year for each two (2) years he/she had been employed by the College prior to the commencement of his/her LTD leave, to a maximum of five (5) years total (i.e., initial one (1) year plus maximum of four (4) additional years). An employee who wishes to exercise his/her right of recall shall notify the College of his/her availability for work and shall be recalled to the first available assignment he/she is

qualified to perform. Such employees shall be returned to the same salary step assigned at the time the LTD leave was granted.

- 28.4 Employees may elect to waive coverage by group insurance policies subject to carrier limitations.
- 28.5 Benefits under this Article shall not be provided to employees who are on layoff status under Article 37 of this Agreement. Less than twelve (12) month employees shall receive insurance benefits during their nonduty period(s).
- 28.6 When an insurance task force is active, the Association will be a participant.

ARTICLE 29—OVERTIME

- 29.1 Overtime shall be considered as the time authorized in advance by an employee's supervisor, except as provided below, to be worked by the employee in excess of forty (40) hours per week.

An employee who is required to work beyond their regular shift with less than 48-hours' notice prior to the overtime work will not be required to reschedule their subsequent regular shifts to avoid overtime compensation. This notice requirement may be waived by mutual agreement.

In the case of a split shift, the time an employee works in a day, after twelve (12) hours from the time the employee initially reports for work, shall be considered as overtime. For the purpose of computing overtime, all time for which an employee is compensated, including holiday time off, shall be counted as time worked. Compensation for overtime shall be at the rate of time and one-half the employee's regular rate, computed to an hourly rate.

- 29.2 Employees are required to obtain prior authorization to work overtime hours from their supervisor. In an unforeseen situation in which college property or the safety of students or staff are potentially at risk, or where the direct delivery of services to students would be impacted, an employee may work beyond the assigned shift without prior approval from the supervisor. In these situations, the employee will notify their supervisor of their overtime work as soon as possible after the work is completed.
- 29.3 Employees shall be compensated for overtime either in the form of pay or compensatory time off, except an employee will not be allowed to accumulate more than forty (40) hours of compensatory time off. Overtime shall be in the form of monetary payment only when approved by the College. Employees shall receive monetary payment for accumulated compensatory time in excess of forty (40) hours.
- 29.4 Compensatory time off may be taken at a time requested by the employee as long as that request is made within a reasonable period before the requested time off, and the requested time off does not unduly disrupt the operations of the College, as provided in 29 CFR Section 553.25(d). Should an employee request specific time off as compensatory time, the supervisor shall approve or deny the request within five (5) working days.
- 29.5 Neither overtime nor premium pay shall be compounded, pyramided or otherwise paid or credited twice for the same hours.

- 29.6 Accumulated compensatory time will be recorded on the employee's earnings statement, and, if not otherwise reimbursed in accordance with this article, will be paid upon the employee's separation from employment with the College.

ARTICLE 30—CALL-IN TIME

30.1 Off Duty Call In.

All parts of this section are subject to the provisions in Article 29, Section 1 of the Agreement, when Article 29.1 is more beneficial to the employee. When there is an adverse impact or to avoid an adverse impact to college operations or facilities, bargaining unit members are subject to be called in outside their regular shift.

- A. An employee who is called to work outside his/her regular shift shall be paid for a minimum of two (2) hours at the rate of time-and-one-half unless the call-in occurs within two (2) hours of the start of the employee's regularly scheduled shift, in which event the time-and-one-half rate shall continue until the start of the employee's regularly scheduled shift.
- B. An employee required to work beyond the end of his/her regular shift as an extension of that shift or who is to return to work within one (1) hour or less of the scheduled completion of his/her shift shall not be considered as working call-in or subject to the minimum guarantee provided in Section A above.
- C. An employee who is not in on call status as described in 30.4 and is required to respond to a work related call during his/her non-duty hours and not required to report to the work site will be compensated for a minimum of one (1) hour of overtime. If the response requires more than one (1) hour, he/she will be compensated for the time worked as overtime

30.2 Emergency Closure Call In.

All parts of this section are subject to the provisions in Article 29, Section 1 of the Agreement.

- A. When the College is closed as a result of unusual or hazardous conditions, employees who are required to work at their work site when their work site is closed will be paid two times their hourly rate of pay. When the College provides notice that normal conditions have resumed, the rate of pay for these employees required to remain at or report to the work site will return to the regular hourly rate.

Employees who have not been required to remain at or report to the work site will be given two hours to report to work after receiving notice that the College will reopen after a closure.

- B. Public Safety employees, as part of their normal duties, are required to report to work during emergency closures, and will be paid in accordance with 30.2A.

- 30.3 Each department or work site shall develop a call in procedure and publish a list of those positions subject to call in. The rationale for placing positions on these department lists will be presented to the Association for comment prior to their inclusion.

30.4 On-Call.

In departments where the College determines there is a need to have staff available to work outside of normal hours, an On-Call status will be established.

- A. An employee in On-Call status will be On-Call outside of normal work hours from the end of work on Monday until the beginning of work the following Monday, unless agreed to by the supervisor. While On-Call, the employee is expected to:
 - 1. Indicate to his/her supervisor whether a college-provided phone or a personal phone will be used for work-related calls during the on-call period, and
 - 2. Answer the phone when it rings or return the call within 15 minutes, and
 - 3. If directed, access the internet within 15 minutes of being directed to do so or report to campus within one hour of being directed to do so or as arranged with supervisor.
- B. The supervisor, in consultation with employees, will establish a list of employees who may be required to be On-Call during off hours and a schedule showing when employees will be On-Call.
- C. Employees will receive 30 minutes of time off for every 6-hour (or portion thereof) they are On-Call. This time off may be taken at a time requested by the employee as long as that request is made within a reasonable period before the requested time off, and the requested time off does not unduly disrupt the operations of the College. Should an employee request time off, the supervisor shall approve or deny the request within five (5) working days.
- D. In addition to the time above (30.4C), if an employee is required to work either on or off campus during the On-Call, they will be paid at one and a half times his/her regular rate of pay for the time worked.
- E. Section 30.1.A and 30.1.C do not apply when an employee is in the On-Call status. The maximum duration an employee can be in On-Call status generally will not exceed the amount of time they are not in On-Call status within a given month unless extenuating circumstances due to temporary staffing needs exist.

ARTICLE 31—DIFFERENTIAL PAY AND EQUIPMENT ALLOWANCE

31.1 Shift Differential.

Subject to the provisions of Article 1, Section 4 of this Agreement, all employees who work fifty percent (50%) or more of their regular work shift between the hours of 7:00 p.m. and 7:00 a.m. shall receive shift differential pay adjustment of ninety-five dollars (\$95) per month more than their regular salary.

31.2 Supervisory Differential.

Classified employees who meet the criteria below, shall receive a differential pay adjustment of eighty-five dollars (\$85) per month more than their regular salary for each month they meet both criteria below subject to the provisions of Article 1, Section 4.

Criteria:

1. The employee must be responsible for the scheduling and signing time sheets of part-time hourly, or student employees, and
2. The total number of timesheet hours of the employees must be equal to, or greater than, the number of hours worked by the Classified employee. (For example, a Classified employee who works 40 hours per week, would have to be responsible for at least 2 employees who each work 20 hours per week.)

Procedure:

1. The Classified employee will meet with his/her exempt supervisor and agree in advance which employees are to be supervised and the duration of the these responsibilities.
2. The exempt supervisor will approve the differential in advance for the period of July 1 through June 30 subject to the criteria identified above.
3. If there is an interruption in supervision by the Classified supervisor, the employee must meet with the exempt supervisor and reach a new agreement.

31.3 Bilingual Differential.

Employees whose job description indicates that bilingual skills are a required qualification shall receive a differential pay adjustment of eighty-five dollars (\$85) per month in addition to their regular salary.

This differential does not apply to positions where language interpreting is the primary purpose of the position.

31.4 Equipment Allowance.

In addition to the clothing and equipment for Public Safety Officers described in the Public Safety Manual, the college will reimburse officers up to \$100 per year (or \$200 every two (2) years) for boots meeting the requirements described in the Public Safety manual.

Clothing.

The College will continue the current practice of providing work clothing/uniforms to certain employees in areas selected by the college.

31.5 Position Differential.

The College may, at its discretion and subject to budget availability, offer an optional salary differential for classified positions the college determines difficult to recruit or retain due to the following:

- Market conditions,
- Availability of qualified applicants,
- Uniqueness of position. (Unique skill level or credentials)

The Human Resources Department will initiate position differential requests, annually review, and make recommendations to Executive Team. Executive Team will make final decisions about position differentials. Employees will be notified of any changes prior to July 1 of the same year. Position differentials are not subject to the provisions of Article 40-Grievance Procedures.

ARTICLE 32—HOLIDAYS AND PAID NON-DUTY DAYS

- 32.1 Employees shall be granted time off with pay, pro-rated per Article 1.4, not to exceed eight (8) hours, for the following holidays, provided that the employee is on paid status on the employee's last scheduled work day prior to the observed holiday and the employee's first scheduled work day following the observed holiday. Employees working on an irregular work week shall receive the same pro-rata hours of paid holiday time as employees working the regular Monday through Friday work week.
- 32.2 Employees who are scheduled to work or called into work on the actual day of the holiday will be paid for the holiday and, at the discretion of the supervisor, will either
- Be paid at one and a half times their normal rate for the hours worked, or
 - Receive the equivalent of one-and-one-half times the hours worked in additional time off. Such time off must be taken as soon as schedules permit. Supervisors shall be responsible for adjusting employees' schedules to assure proper and timely receipt of the holiday equivalent time off. (See also Appendix D.)
- 32.3 The following is the schedule of paid holidays:
- New Year's Day (except ten (10) and eleven (11) month employees)
 - Martin Luther King's Birthday
 - Presidents' Day
 - Memorial Day
 - Independence Day (except ten (10) month employees)
 - Labor Day
 - Veterans' Day
 - Thanksgiving Day
 - The Day After Thanksgiving Day
 - Christmas Eve Day
 - Christmas Day
 - New Year's Eve Day
- 32.4 The following days will be recognized as paid holidays for Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day:
- A. Thursday and Friday preceding when Christmas Day and New Year's Day fall on Saturday.
 - B. The Friday preceding and the Monday following when Christmas Day and New Year's Day fall on Sunday.
 - C. Christmas Day and the day after and New Year's Day and the day after when Christmas Day and New Year's Day fall on Monday or Thursday.
 - D. Christmas Eve and Christmas Day and New Year's Eve and New Year's Day when Christmas Day and New Year's Day fall on Tuesday, Wednesday or Friday.
 - E. Subject to Appendix D, when Christmas or New Year's Day falls on a Thursday, evening shift staff will receive Christmas Eve and Christmas Day and New Year's Eve and New Year's day off.

- F. Subject to Appendix D, unless otherwise specified in Article 32.4.E, evening shift staff will have off the shift which starts on the day of the holiday.
- 32.5 The following days will be recognized as paid holidays:
- A. Friday preceding when holiday falls on Saturday.
 - B. Monday following when holiday falls on Sunday.
- 32.6 Holidays which occur during vacation or sick leave shall not be charged against such leave.
- 32.7 Employees assigned to provide services on college designated holidays to outside agencies (Appendix D) shall be compensated per Article 32.1 and 32.2.
- 32.8 Paid Non-Duty Days.
- A. The annual work schedule for Classified employees includes two (2) paid non-duty days. These days will be scheduled at the discretion of the college.
 - B. Any employee required to work on a scheduled Paid Non-Duty day shall receive the equivalent number of hours off for time worked.
 - C. An employee who is assigned to provide services to outside agencies (Appendix D) and is required to work on a scheduled Paid Non-Duty day shall, at the supervisor's discretion, either be paid at the regular rate of pay or receive the equivalent number of hours off for time worked.

ARTICLE 33—TRAVEL REIMBURSEMENT

- 33.1 When employees covered by this Agreement are required by the College, as part of their job, to use their personal vehicles for College business, they shall be reimbursed at the College-wide rate. The college shall inform employees when the use of their personal vehicle is a requirement of their position.
- 33.2 When an employee otherwise agrees to use his/her vehicle for college business, the employee shall be reimbursed at the college-wide rate.

ARTICLE 34—TUITION WAIVER

- 34.1 Subject to the provisions of Article 1, Section 4 of this Agreement, the College agrees to waive tuition for any employee covered under this contract or member of his/her immediate family who enrolls in classes offered by Chemeketa Community College. Such classes may be taken either with or without credit. Immediate family for this purpose shall include spouse, children, step-children, or eligible domestic partner (see Appendix C-1). Legal dependents who meet the IRS dependent definition also qualify. Children, step-children, and legal dependents are eligible for tuition waiver until age 25.
- 34.2 Tuition waivers shall apply to a maximum of sixty-four (64) credit hours annually for each full-time employee employed for a full year. The annual allotment shall begin with the summer term and run through spring term.

All tuition and fees not covered by tuition waivers in 34.1 and 34.2 must be paid by the employee within the college deadlines and payment policies.

34.3 Any employee authorized by his/her supervisor who enrolls in a nonwork-related class or classes which are held during the employee's regular work schedule may have his/her work schedule adjusted to make up the time spent in class during the same pay period. Schedule adjustments made to make up time spent in class shall not be considered as overtime.

34.4 Any employee who is required by his/her supervisor to take a credit or non-credit class will be allowed to do so as part of his/her work schedule and at no cost to the employee. If the class can only be taken outside of normal working hours, the employee will be allowed to take an equal number of hours off work during the same week of class.

Tuition, fees, books for such a class will be covered by college and this will not be deducted from the employee's tuition waiver balance.

ARTICLE 35—PROFESSIONAL/EDUCATIONAL DEVELOPMENT

35.1 Professional Development.

- A. Employees who have completed the probationary period of employment and have been placed as a regular employee shall be granted sixteen (16) hours of professional development time per year non-accumulative. This time shall be used to attend professional development activities on and off campus.
- B. All requests for training will be submitted to the employee's immediate supervisor in sufficient time to allow for rescheduling of responsibilities if necessary.
- C. Professional development time shall not accumulate from year to year.
- D. A fund of \$2,000 will be established and administered by the Chief Financial Officer. This fund will be used at the discretion of the college to match equal amounts contributed by individual employees for his/her professional development opportunities outside the College campus. Employees seeking these matching funds should submit a brief summary of their plans to the Director of Human Resources prior to committing to the professional development opportunity. Included in the summary should be an explanation of how this opportunity will benefit the individual employee and the College.

These matching funds will be awarded based on the degree to which the activity benefits the individual and the College.

35.2 Educational Development Leaves.

- A. Educational Development Leaves can be granted to an employee at the discretion of the college president subject to the approval of the Board of Education as required by 35.2.C. Leaves should be related to the employee's current job responsibilities. The leave can be for any time period up to one

(1) year. Educational development may include, but is not limited to: obtaining professional certification, licensing, short-term training, pursuing an educational certificate or degree, or applicable on-the-job training.

Proposals for leaves should be submitted to the Director of Human Resources with the approval of the immediate supervisor and should include plans and goals which address each of the following:

1. The proposal must be of value to the employee, the department or work area, and the college.
 2. The proposal should be related to previous experience or background, and clearly builds on current base of knowledge or skills.
 3. The proposal must be focused and definitive with evidence of planning and realistic timeframes, along with clearly defined outcomes.
- B. Eligibility: Employees who have completed the equivalent of at least three (3) years of full-time continuous service with the college are eligible for possible educational leave. Consideration will include total length of service to the college, funding sources, as well as any other leaves previously granted. Approval will be subject to the recommendation of your Director, Dean/CFO, an Educational Leave Committee, the College Executive Team, and final action by the College Board.
- C. Process: Application for possible educational leave shall be prepared by the employee with the assistance of their supervisor/director and be submitted to the Educational Leave Committee no later than three (3) months preceding the date the leave is to begin for any leaves less than three months; at least six (6) months' notice for leaves equal to or greater than three (3) months.

Leave applications shall include the purpose of the leave and specific plans and goals as outlined above, indicate a relationship to the human resource goals in the strategic plan, and identify the actual time the leave would take, including any flex schedule.

Leave applications must include the signature of the supervisor/director and should include the recommendation by the supervisor and appropriate director.

An Educational Leave Committee of five (5) persons shall be established each year; two (2) classified employees appointed by the Association and three (3) exempt employees appointed by the College Executive Team. This committee will meet, if needed, the first working day of the month of each calendar quarter (Jan/April/July/October) to review applications and make recommendations to the Executive Team.

The College Executive Team shall review all applications recommended by the committee for approval and forward to the College Board those recommended for final approval.

- D. Compensation: Employees approved for an educational leave shall continue to receive the same percentage level of benefits during their leave as provided prior to the leave. Any other compensation beyond benefits should be requested at the time of application and may be considered on a case-by-case basis but if denied, the employee will be given an explanation of that denial.
- E. Commitment: During an approved educational leave, the employee may be required to make reports to the immediate supervisor on accomplishments and/or progress. The timetable for such reports shall be set in writing by the supervisor before the leave commences.

An employee accepting an approved leave shall enter into an agreement with the college prior to the leave that upon completion of the leave the employee shall return to employment of the college for at least the same length of time as the length of the leave. If the employee fails to return to the employment of the college for that length of time, the employee may be required to return any or all of the compensation received from the college during the leave.

- 35.3 Employee's rights under Articles 35 are limited to the funding source in which they work.

ARTICLE 36—LEAVES OF ABSENCE

36.1 Leave of Absence.

An employee who has been granted a leave of absence must be returned to employment at the expiration of the leave unless the position has been abolished and no person with fewer years of employment is employed in the same class in the same department, or unless the employee is no longer qualified to perform the job. The Director of Human Resources upon twenty (20) working days written request from the employee, may return the employee to employment prior to the expiration of the leave.

- A. Leaves of Absence with Pay.
Any employee shall be granted a leave with pay for the activities listed below. The employee may be required to provide proof of attendance, including hours served, to their supervisor to be eligible for these leaves.

- I. Leaves Requiring Advanced Notice
For the following leaves, employees are required to notify their immediate supervisors within three business days of becoming aware of the need for leave.

Compensation from the College shall be reduced by the amount of compensation or fees received for performing any of the duties or functions while on leave, excluding compensation for travel and expenses.

- a. Jury Duty. During the period of time an employee is on jury duty he/she will be excused with pay. The employee is responsible for providing a copy of the jury notification to their supervisor as soon as possible prior to the potential leave. The employee is responsible for reporting for work at the College on those days when he/she is not required to report for or is

excused from jury duty in time for the employee to work at least one-half of his/her scheduled work day.

An employee who regularly works an evening or night shift shall, if possible, call the court to determine whether he/she will need to be present the next day for jury duty. If so, the employee need not report to work for that evening or night shift at the College. If not, the employee will be expected to report as usual. If such night-before notice is not provided, the supervisor and employee will mutually agree on any schedule adjustment necessary for the employee to get adequate rest during the period of jury duty.

- b. Court Appearance Related to College Business. An employee who appears as a disinterested witness in court action related to college business shall be granted leave with pay for the hours his/her appearance is required including the time required going to court and returning to his/her duty station.
- c. Participating in Search and Rescue. Employees taking part without pay in a search or rescue operation at the demand of any law enforcement agency, the Director of the Board of Aeronautics, the United States Forest Service or any local organization for civil defense, for a period of no more than five (5) days for each operation shall suffer no loss in pay. If the employee is paid for participating in this search and rescue operation, the employee will receive leave without pay for this time. The college may require documentation to verify the nature of such a leave.

II. Leave Requiring Approval/Notification.

Personal Business Leave. Employees who have completed the probationary period of employment shall be granted sixteen (16) hours personal business leave with pay each fiscal year, retroactive to his/her date of hire, prorated in accordance with this agreement. Personal business leave is for important personal business not of a recreational nature. Personal business leave shall not accumulate from year to year.

Personal business leave requires prior supervisor approval. The approval, however, is only for the purpose of coordinating department work and employees are not required to release personal information. By requesting this leave the employee is giving assurance that the leave is for important personal business not of a recreational nature.

If the college determines that an emergency situation has occurred, approval may occur after the leave has been taken.

III. Other Paid Leave.

- a. Worker's Compensation. Compensation paid by the College for a period of leave resulting from a condition incurred on the job and also covered by workers compensation shall be equal to the difference between the compensation for the lost time paid

by the insurance carrier and the employee's regular net salary. The employee's regular rate shall be that rate earned at the time of the job injury. In such employer-paid instances, these pro-rated charges shall be made against accrued sick leave. When the balance of accrued sick leave is exhausted, no adjusting compensation will be paid. When sick leave is exhausted an employee may utilize accumulated vacation to prevent loss of pay.

- b. Bereavement. In case of death in the employee's immediate family (identified as parents, children, spouse, domestic partner, brother, or sister) the employee shall be granted up to seven (7) days leave with pay for the purposes of attending the funeral or making the necessary arrangements.

In the case of death of the employee's mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, dependents who live in the household, or close personal friend, the employee shall be granted such time as is required, up to three (3) working days, as leave with pay for the purpose of attending the funeral and/or making the necessary arrangements. Up to an additional four (4) working days may be granted when necessary for the purpose of travel connected with attendance at the funeral or making necessary arrangements; these additional days shall be deducted from accrued but unused sick leave.

The employee shall provide the earliest possible notice of his/her absence to the College.

- B. Leave Without Pay. Employees returning from an unpaid leave of absence will be placed on the current salary schedule at the same position and step held at the time the leave commenced. Reinstatement to group insurance coverage upon return from a leave of absence shall be subject to the regulations and approval of the insurance carrier.

Except as otherwise specifically provided in this Agreement, during leaves without pay of more than twenty (20) consecutive work days the employee shall not accrue time toward step movement or performance evaluations or any benefits unless otherwise required by law. However, during such leaves, arrangements may be made by the employee to self-pay the entire premium costs of group insurance benefits, in accordance with the rules of the insurance carrier.

Employees shall use up all accrued vacation prior to using an unpaid leave.

The following applies to specific types of leaves:

- 1. Parental Leave. From the onset-of pregnancy for the birth mother, or from the birth/adoption of the child for either parent, to a maximum of one year, parental leave shall be granted without compensation. Upon request by the employee and with approval of the supervisor and president, the leave may be extended beyond the one-year limit

specified. At the employee's option, accrued vacation time may be used in connection with parental leave.

This leave runs concurrently with any applicable FMLA/OFLA leave.

2. Political Leave. A classified employee who is elected or appointed to a full-time public office which requires his/her absence from duty with the College for an extended period of time shall be granted a political leave of absence without pay for the duration of such public service.

A leave of absence without pay for one (1) term may be granted to any classified employee upon application for the purpose of running for political office.

3. Special Unpaid Leave. In instances where the work of the department will not be seriously disrupted by the temporary absence of an employee, a regular employee may be granted a leave of absence without pay, educational leave without pay, or job retraining leave without pay, not to exceed one year.

Request for such leave must be in writing and must establish reasonable justification for approval of the request. Approval requirements are as follows:

Length of Leave	Approvals Required
0 through 10 working days	Supervisor
11 through 60 working days	Supervisor and Dean/Director
61 and more working days	Supervisor, Dean/Director, and President

36.2 Other Leaves.

- A. Education Leave with Compensation. See Article 35.2. Employee's rights for this leave are limited to the funding source in which they work.
- B. Family Medical Leave: Employees may take family leave in accordance with FMLA and/or OFLA. See Article 26.6.
- C. Military Leave: Employees shall be granted military leave in accordance with state and federal law.
- D. Oregon Military Family Leave Act. Spouses and partners of those in the armed forces of the United States or the National Guard shall be granted this leave in accordance with state law.
- E. Any employee who is a victim of (or at risk of) domestic violence, sexual assault, or stalking shall be granted leave in accordance with state law.
- F. Any employee who is a crime victim or a victim's immediate family member shall be granted leave to attend criminal proceedings related to the prosecution of that crime in accordance with state law.

G. Disability leave: See Article 28.3.

- 36.3 Absence without Leave. Employees may be subject to discipline up to and including termination for being absent from work without an approved leave. Any employee who is absent without authorized leave for three (3) consecutive work shifts shall be deemed to have voluntarily resigned unless the college determines that the employee had a legitimate reason for not notifying the immediate supervisor.

ARTICLE 37—LAYOFF

- 37.1 For the purpose of this Article, a layoff is a reduction in bargaining unit personnel made necessary when it is determined by the College that a position is no longer needed or when a bargaining unit member is to be reduced by an amount that reduces his/her benefit levels as set forth by this agreement. Only employees who have successfully completed their initial probation are eligible for the bumping and interview rights contained in this article.
- 37.2 When the College determines that a layoff is necessary, the affected employee(s) shall be notified in writing at least thirty (30) calendar days prior to the effective date of layoff.
- 37.3 Prior to laying off a bargaining-unit employee, the College shall first consider the extent to which it could:
- A. Lay off part-time hourly employees within the department impacted by the layoff
 - B. Place employees into a vacant position in the employee's same job family and band/grade if the employee can demonstrate they possess the qualifications, skills, and abilities to perform the work.
- 37.4 Layoff shall be made in the following order to the extent feasible.
- A. Limited term employees;
 - B. Bargaining unit employees who have not completed their initial probationary period, as defined in Article 16;
 - C. Bargaining unit employees.
- 37.5 When the college eliminates a position that is held by a bargaining unit employee, the rights of the employee in the position are limited to the funding source, job family, band/grade, and FTE grouping at the time of layoff (See 37.7).

The college shall lay off the least senior employee within the funding source, job family, band/grade, and FTE grouping subject to Article 37.6.

The more senior employee(s) may bump less senior employees subject to Article 37.6.

- 37.6 Any employee who is retained as a result of the layoff or bumping process must demonstrate that he/she has the qualifications, skills, and abilities to perform the tasks and responsibilities specific to the job of-the laid-off employee. Skill testing may be used if normally required as part of the recruitment process.

37.7 For the purposes of Article 37 and 38, the following applies:

A. Seniority.

Seniority will be calculated based on an employee's total years of continuous employment at the College in a Classified position.

Seniority shall be computed on a pro-rata basis and stated in terms of one hundred percent (100%), full-time, twelve (12) month service in a Classified position from the most recent date of college employment.

In the event that two (2) or more employees have identical seniority, lots will be drawn to determine who will be laid off.

B. Funding source.

Positions funded by the General Fund, Universal Fee, Intra-College funds (funds 28XXXX) and the Admin Fee funds (funds 250240, 250255 and 250256) shall be considered same sources for layoff and bumping purposes.

Non-General Fund positions are limited to the funding source in which they work for bumping purposes and are subject to grant restrictions, if any.

In cases where funding is split between/among funding sources the following applies:

1. Positions funded 50% or more by general fund sources will be designated as General Fund positions.
2. Positions funded 50% or more by funds other than those designated as general fund sources have bumping rights within that funding source.
3. Positions with funding less than 50% in one funding source have no bumping rights within that funding source, but will have the interview and recall rights described in Articles 37 and 38.

Human Resources will notify the employee of changes in his/her funding source within 30 days of receiving the notification of change.

C. Job Families.

An employee has bumping rights within the job family in which they work at the time of layoff. If there are no positions available, an employee may bump into a job family successfully held within the previous five years subject to the other sections of Section 37.7.

The Association will be given a list of all bargaining unit positions which indicates their assignment to one of these job families (see Appendix B).

The College shall notify the Association as outlined in Article 6.2 when there are any changes to the Job Families Listing (Appendix B).

Job families are as follows:

Facilities Services	Public Safety
Financial Services	Student Services
Instructional Services	Technology Services
Office Administration	

- D. Band and Grade.
Band/Grade will be the band and grade at the time of layoff. For employees temporarily working out of their regular band and grade, the band and grade for layoff purposes will be their regular band and grade.

If a position of equal band and grade is not available at the time of layoff, an employee may bump into a position of lower band and grade within the same funding source, job family, and FTE grouping.

- E. FTE Grouping.
FTE grouping is defined as:
1. 12-month employees working full time (40 hour per week)
 2. 12-month employees working 20 hours but less than 40 hours per week
 3. 10-month and 11-month employees working full time (40 hours per week)
 4. 10-month, 11-month employees working 20 hours but less than 40 hours per week.

37.8 The following applies to employees being laid off or involved in the bumping process:

- A. An employee who has received notification of the FTE, band and grade of the position that they are being offered as a result of layoff shall have five (5) working days to notify Human Resources of their intent to exercise bumping rights.
- B. If, as a result of the layoff and bumping process, an employee will be placed in a position that is outside a 20 mile radius of current worksite, the employee shall be allowed to decline placement one time and will be placed on a recall list for a period of 12 months.

37.9 Interview Rights.

- A. After notification of layoff, employees scheduled for layoff will be notified by Human Resources and given an opportunity to interview for open Classified positions of equal or less band and grade prior to outside applicants being interviewed. Once Human Resources has notified the employees by e-mail, the employee must:
1. Submit an online application for the position within 3 working days of receiving the email notification of the opening.
 2. Be approved for interview based on Human Resources determining that the employee has the qualifications, skills, and abilities to perform the duties.
 3. Successfully complete skills testing as part of the interview process if required by the position.
- B. Being given an interview does not guarantee that an employee will be offered a position.
- C. An employee declining a job offer, or failing to report for work within five (5) working days of the date directed to report to a position of equal salary and band and grade to the position held at time of layoff shall forfeit his/her seniority and recall rights.

- D. An employee who accepts a position at a lower classification level or FTE grouping to the laid-off position shall retain interview rights for a period of one year from the original date of layoff.
- E. First right of recall remains with laid-off employees who are exercising that right within their specific job family(ies). All such rights (see Article 38) must be applied prior to implementation of the above process.
- F. Once layoff has occurred, interview rights are subject to Article 38.

37.10 If the College chooses to close between terms in such a manner as to cause a reduction in pay or benefits for employees in the bargaining unit, it will not be considered a layoff and the College will meet and discuss such closure with the Association before such closure is implemented.

ARTICLE 38—RETURN FROM LAYOFF

38.1 A. Recall Rights.

For a period of one (1) year from the date of layoff, employees who have completed their initial probation and are laid off pursuant to Article 37 shall have recall rights to the funding source (as defined in Article 37.7), job family held within five years of date of layoff, band and grade, and FTE grouping from which they were laid off. Seniority at the time of layoff is retained during this recall period.

Any employee returning to a position within one (1) year of his/her layoff will accumulate leave at his/her rate at time of layoff notice and be eligible to take vacation leave in accordance with the other provisions of Article 27. Nothing in this section prevents the College from offering the laid-off employee a position in a different job family, which may be at a different salary, or any other vacant position at the College for which he/she is qualified.

B. Interview Rights After Layoff.

1. For one year from date of layoff, the employee will be on a recall list. Employees on the recall list who provided Human Resources with a personal e-mail address will receive notification of all new open Classified positions.
2. Employees will be given an interview for open Classified positions of equal or less band and grade prior to outside applicants being interviewed, if they have:
 - a. Submitted an online application for the position within three (3) working days of receiving the email notification of the opening.
 - b. Been approved for an interview based on Human Resources determining that the employee has the qualifications, skills, and abilities to perform the duties of the position.
 - c. Successfully completed skills testing as part of the interview process if required by the position.
3. Being given an interview does not guarantee that an employee will be offered a position.

4. An employee who has been laid off, is offered a position under this section, and accepts the position during the recall period will:
 - a. Be required to serve a six (6) month probationary period as outlined in Article 16.1.
 - b. Accumulate leave at his/her rate at time of layoff notice and be eligible to take vacation leave in accordance with the other provisions of Article 27.

- 38.2 Employees shall be recalled in the inverse order of layoff to any vacancy arising within the job family, band and grade, and if applicable, funding source (if soft money) and FTE grouping from which they were laid off, provided they possess the qualifications, skills and ability to perform the work available.

- 38.3 No new employees shall be hired by the College for a job family in which there are laid-off employees until all employees on layoff status from that job family (or who held positions with the College in that job family during the five years prior to layoff) have been recalled or there are no qualified laid-off employees from that job family (or from another job family if the employee worked for the College in the job family during the five years prior to layoff) who can fill the position.

- 38.4 An employee declining recall, a job offer, or failing to report for work within five (5) working days of notification to a position of equal salary and classification level to the laid-off position shall forfeit his/her seniority and future recall rights. However, if an employee declines recall to a position of at least equal salary but at a lower classification level to the laid-off position then he/she will not forfeit his/her seniority and future recall rights.

An employee who accepts a position at a lower classification level or FTE grouping to the laid-off position shall retain recall rights to the band and grade at the time of layoff for a period of one year from the original date of layoff.

- 38.5 Employees on layoff shall notify the Human Resources office of any change in their present address or availability for recall. Failure to notify shall terminate any and all relationship with the College.

- 38.6 Employees with recall rights who notify the college of their interest will be offered available part-time, hourly (non-bargaining unit) work in the department from which they were laid off and for which they are qualified or limited-term positions within the same job family and band/grade at time of layoff. Acceptance of such work shall not impact their recall rights.

ARTICLE 39—TEMPORARY REDUCTION IN FORCE

- 39.1 During periods of reduced workload, employees whose regular term of employment is affected by the reduction may be placed on leave without pay status for up to ninety (90) calendar days. Any absence which extends beyond ninety (90) calendar days is considered a layoff and must be handled pursuant to Article 37—Layoff.

- 39.2 Notification of a leave under this Article shall be made by the College not less than thirty (30) calendar days prior to its effective date.

- 39.3 Within a department, all employees in a job classification (job title excluding the work-month designation, band/grade, and job family) whose regular term of

employment is affected by the reduction shall have the right to request either Temporary Reduction in Force status or uninterrupted employment. Seniority as defined in Article 37.7.A will be the determining factor in determining which employees remain employed, so long as the person occupying the active position has the qualifications, skills and abilities to perform the work equal to those of the person on Temporary Reduction in Force status.

- 39.4 Employees on leave pursuant to this Article shall continue to receive insurance benefits, tuition waiver and to accrue seniority. No other benefits shall accrue or be provided during the leave. Employees who are placed on Temporary Reduction in Force status for over two (2) weeks shall be permitted to use up to two (2) weeks of accrued vacation leave. The employee shall receive pay for this vacation leave on his/her next regular payday.
- 39.5 Employees on leave pursuant to this Article shall retain their scheduled review date. In the event the employee's scheduled review date falls while he/she is on Temporary Reduction in Force status, the review will be conducted as soon as practical after the employee returns to work. The employee whose scheduled review date falls during a Temporary Reduction in Force shall receive a step increase resulting from his/her annual performance evaluation effective as of his/her date of recall.

ARTICLE 40—GRIEVANCE AND ARBITRATION PROCEDURE

- 40.1 A grievance shall be defined as a contention that a violation or misapplication of a specific term of this Agreement has occurred which cannot be resolved between the employee involved (the grievant) and his/her supervisor.
- 40.2 The following grievance procedure shall be applicable to all employee complaints or disputes concerning the meaning and/or application of the terms of this Agreement, and said procedure shall be the sole method for resolution of such matters. A determined effort shall be made to settle grievances at the lowest possible level, and the grievance proceedings will be kept as informal as may be appropriate at any level. Meetings or discussions involving grievances will be scheduled so as to avoid interruption of work duties or schedules. An employee may be accompanied by a Union Steward of his or her choosing when presenting a grievance at any step. This choice of a Union Steward shall not extend the timelines of this article, except by mutual agreement.

The Association may initiate a group grievance on behalf of members with common grievances. The grievance shall be filed at the step deemed by the Association and the College as most appropriate, given the nature of the grievance. The same steps and timelines apply as with individual grievances.

- 40.3 Any employee having a question regarding a provision of the Agreement shall first take the matter up with his/her supervisor. In the event the employee and his/her supervisor cannot resolve the issue, and if the matter qualifies as a grievance as defined in Section 1 above, the matter may then be taken up as a formal grievance, in accordance with the following procedure:

Step 1. Supervisor/Human Resources.

If the employee wishes to pursue the matter, he/she with or without the assistance of the Association shall submit it as a grievance in writing to

both his/her supervisor with whom he/she is in disagreement and to the Director of Human Resources within fifteen (15) working days of the occurrence of the alleged violation. The grievance document shall be signed and dated by the aggrieved employee, and it shall set forth a statement of the grievance and the alleged facts involved, including relevant dates, citation to the applicable provisions of the Agreement alleged to have been violated and the relief sought. A conference between the involved supervisor or his/her designee and the grievant shall be held within ten (10) working days of receipt of the grievance document. Within ten (10) working days of the conference, the supervisor or his/her designee shall communicate his/her written decision to the grievant and the Association.

Step 2. Dean.

In the event the matter is not settled in Step 1, or if the supervisor or his/her designee does not have a conference with the grievant and/or issue his/her decision on the grievance within the time period specified in Step 1, and the grievant wishes to pursue the matter further, the grievance shall be presented in writing to the Director of Human Resources and the appropriate division dean within ten (10) working days after receipt of the supervisor's response in Step 1, or failing such a response, within ten (10) working days after the date the response was due.

Within ten (10) working days after receipt of the appeal, the dean or his/her designee shall arrange a conference concerning the grievance. At that conference the grievant, and Association Representative, shall be allowed to present any supporting documentation or other evidence he/she may have in support of the grievance and shall be allowed to present a full explanation of his/her position on the grievance. Within ten (10) working days of the conference, the dean or his/her designee shall submit a written decision on the grievance to the grievant.

Step 3. President.

In the event the grievance is not resolved at Step 2, or if the division dean or his/her designee does not have a conference with the grievant and/or issue his/her decision on the grievance within the time periods specified in Step 2, and the grievant wishes to pursue the matter further, a written appeal shall be submitted to the President of the College and the Director of Human Resources within ten (10) working days following receipt of the determination of the dean or his/her designee at Step 2, or failing such response, within ten (10) working days after the date the determination was due. This appeal shall set forth the nature of the grievance, the contractual provision or provisions alleged to have been violated and shall include the written disposition of the case from each previous step of the grievance procedure. The President or his/her designee will hold a hearing on the grievance within ten (10) working days, at which time the grievant or a representative of the Association and a representative of the College will be provided an opportunity to summarize their respective positions on the grievance. Thereafter, the President or his/her designee will render his/her written decision on the grievance within ten (10) working days of hearing the grievance.

Step 4. Arbitration.

In the event the grievance is not resolved at Step 3, or if the President or his/her designee does not render a written decision within the time specified in Step 3, and the Association wishes to pursue the matter further, the grievance shall be submitted to final and binding arbitration. If the Association does not file notice with the President and the Director of Human Resources of intention to arbitrate within ten (10) working days of its receipt of the President's or his/her designee's written decision at Step 3, or failing such response, within ten (10) working days after the date that the decision was due, the grievance shall be deemed withdrawn and resolved against the grievant.

40.4 Arbitrator Decisions.

- A. Upon timely receipt by the College of the Association's written notice of its desire to take a grievance to arbitration, the parties shall have five (5) working days within which to attempt to select a mutually acceptable party to act as arbitrator. If the parties fail to agree within this period on an arbitrator who is able and willing to serve, they shall jointly request the Oregon State Conciliation Division of the Employment Relations Board to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. Both the Association and the College shall have the right to strike two names from the list. A flip of the coin shall determine which party shall strike first. The remaining name on the list shall be that of the arbitrator.
- B. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. At that hearing each party shall have the right to present evidence, examine and cross-examine witnesses, make a record and file arguments.
- C. Expenses of the arbitrator shall be borne by the losing party, while each party shall be responsible for its own expenses, including compensating its own witnesses and representative.
- D. The arbitrator shall have authority to consider only a claim which is based upon a specific provision of this Agreement and shall have no right to modify, detract from or add to this Agreement. He/she shall act solely in a judicial, not a legislative capacity, interpreting and/or applying the express language of a specific provision or provisions of this Agreement and shall not decide on the merits or wisdom of any action or failure to act by the College, but only on the contractual obligations inherent in this Agreement. Any decision of the arbitrator within the scope of this Agreement shall be final and binding on the College, the Association and the employee or employees involved. If the matter sought to be arbitrated does not involve an interpretation or application of the express language of this Agreement, the arbitrator shall so rule and make no further decision, in which event the expenses of the arbitrator shall be borne by the Association.

- 40.5 A grievant may be represented at any or all of the steps of the grievance procedure by himself/herself or at his/her option by a representative selected or approved by the Association. The Association shall have the right to be present and to state its view at all steps of the formal grievance procedure. An individual grievant shall be

without power to agree to a resolution of a grievance that violates any term or provision of this Agreement.

- 40.6 The time limits specified in this Article may not be extended or modified except by mutual consent.
- 40.7 Resolution of a grievance at any step of the procedure shall be final and binding upon the College, the Association and the affected employee(s).
- 40.8 Failure on the part of the grievant at any step in the process to file or appeal the grievance in accordance with the stated time lines shall constitute a waiver of the grievance.
- 40.9 As used in this Article, the term “working days” shall mean days which the College is open for business.

Appendix A
Classified Salary Schedule
Effective July 1, 2016
Future years posted online

RANGE	STEP 1			STEP 2			STEP 3			STEP 4			STEP 5			RANGE
	ANNL.	MO.	HRLY.													
A-1	20,808	1,734	10.00	21,600	1,800	10.38	22,476	1,873	10.81	23,328	1,944	11.22	24,156	2,013	11.61	A-1
A-2	23,688	1,974	11.39	24,648	2,054	11.85	25,560	2,130	12.29	26,520	2,210	12.75	27,564	2,297	13.25	A-2
A-3	25,392	2,116	12.21	26,460	2,205	12.72	27,480	2,290	13.21	28,524	2,377	13.71	29,676	2,473	14.27	A-3
A-4	27,096	2,258	13.03	28,128	2,344	13.52	29,304	2,442	14.09	30,480	2,540	14.65	31,656	2,638	15.22	A-4
B-1	29,196	2,433	14.04	30,408	2,534	14.62	31,620	2,635	15.20	33,024	2,752	15.88	34,356	2,863	16.52	B-1
B-2	31,488	2,624	15.14	32,784	2,732	15.76	34,236	2,853	16.46	35,700	2,975	17.16	37,152	3,096	17.86	B-2
B-3	37,224	3,102	17.90	38,856	3,238	18.68	40,572	3,381	19.51	42,372	3,531	20.37	44,172	3,681	21.24	B-3
B-4	39,252	3,271	18.87	41,040	3,420	19.73	42,936	3,578	20.64	44,820	3,735	21.55	46,800	3,900	22.50	B-4
C-1	46,920	3,910	22.56	49,164	4,097	23.64	51,504	4,292	24.76	54,024	4,502	25.97	56,544	4,712	27.18	C-1
C-2	49,812	4,151	23.95	52,272	4,356	25.13	54,804	4,567	26.35	57,516	4,793	27.65	60,324	5,027	29.00	C-2
C-3	51,804	4,317	24.91	54,348	4,529	26.13	56,988	4,749	27.40	59,772	4,981	28.74	62,748	5,229	30.17	C-3

RANGE	STEP 6			STEP 7			STEP 8			STEP 9			STEP 10			STEP 11			RANGE
	ANNL.	MO.	HRLY.	ANNL.	MO.	HRLY.	ANNL.	MO.	HRLY.										
A-1	25,128	2,094	12.08	26,004	2,167	12.50	27,012	2,251	12.99	28,104	2,342	13.51	28,668	2,389	13.78	29,244	2,437	14.06	A-1
A-2	28,632	2,386	13.77	29,676	2,473	14.27	30,864	2,572	14.84	32,076	2,673	15.42	32,724	2,727	15.73	33,384	2,782	16.05	A-2
A-3	30,816	2,568	14.82	32,052	2,671	15.41	33,300	2,775	16.01	34,548	2,879	16.61	35,244	2,937	16.94	35,952	2,996	17.28	A-3
A-4	32,928	2,744	15.83	34,332	2,861	16.51	35,748	2,979	17.19	37,188	3,099	17.88	37,932	3,161	18.24	38,700	3,225	18.61	A-4
B-1	35,772	2,981	17.20	37,296	3,108	17.93	38,796	3,233	18.65	40,368	3,364	19.41	41,184	3,432	19.80	42,012	3,501	20.20	B-1
B-2	38,796	3,233	18.65	40,476	3,373	19.46	42,108	3,509	20.24	43,836	3,653	21.08	44,724	3,727	21.50	45,624	3,802	21.93	B-2
B-3	46,164	3,847	22.19	48,096	4,008	23.12	50,256	4,188	24.16	52,428	4,369	25.21	53,484	4,457	25.71	54,564	4,547	26.23	B-3
B-4	48,888	4,074	23.50	51,072	4,256	24.55	53,376	4,448	25.66	55,800	4,650	26.83	56,916	4,743	27.36	58,056	4,838	27.91	B-4
C-1	59,304	4,942	28.51	62,196	5,183	29.90	65,148	5,429	31.32	68,244	5,687	32.81	69,612	5,801	33.47	71,016	5,918	34.14	C-1
C-2	63,336	5,278	30.45	66,468	5,539	31.96	69,672	5,806	33.50	73,056	6,088	35.12	74,520	6,210	35.83	76,020	6,335	36.55	C-2
C-3	65,808	5,484	31.64	69,036	5,753	33.19	72,444	6,037	34.83	76,068	6,339	36.57	77,592	6,466	37.30	79,152	6,596	38.05	C-3

Appendix B

CLASSIFIED JOB FAMILIES

EEO CODE	JOB CODE	JOB TITLE	BAND
FACILITIES SERVICES			
70	FA900	Custodian I - 10 Mos	A2
70	FA901	Custodian I - 11 Mos	A2
70	FA90C	Custodian I	A2
70	FA91C	Custodian II	A3
70	FA92C	Maintenance/Trades Assistant	A4
70	FA93C	Maintenance/Trades Tech I	B1
70	FA94C	Maintenance/Trades Tech II	B2
60	FA95C	Maintenance/Trades Specialist	B3
60	FA97C	Facilities Operations Specialist	B4
60	FA96C	Maintenance/Trades Coordinator	C1
FINANCIAL SERVICES			
50	FI90C	Financial Services Assistant	A4
40	FI91C	Financial Services Tech. I	B1
40	FI92C	Financial Services Tech. II	B2
40	FI93C	Financial Services Specialist	B3
30	FI94C	Financial Services Analyst I	C1
30	FI95C	Financial Services Analyst II	C2
30	FI96C	Financial Services Analyst III	C3
INSTRUCTIONAL SERVICES			
70	IN940	Instructional Lab Assistant-10 mo.	A3
70	IN941	Instructional Lab Assistant-11 mo.	A3
40	IN900	Instructional Technician-10 Mo	B2
40	IN901	Instructional Technician-11 Mo	B2
40	IN90C	Instructional Technician	B2
40	IN910	Instructional Specialist-10 Mo	B3
40	IN911	Instructional Specialist-11 Mo	B3
40	IN91C	Instructional Specialist	B3
40	IN920	Instrctnl Coor/Analyst I-10 Mo	C1
40	IN921	Instrctnl Coor/Analyst I-11 Mo	C1
40	IN92C	Instructional Coor/Analyst I	C1
40	IN930	Instrctnl Coor/Analyst II-10Mo	C2
40	IN931	Instrctnl Coor/Analyst II-11Mo	C2
40	IN93C	Instrctnl Coor/Analyst II	C2

CLASSIFIED JOB FAMILIES

EEO CODE	JOB CODE	JOB TITLE	BAND
OFFICE ADMINISTRATION SERVICES			
50	OF900	Department Clerk-10 Mos	A3
50	OF901	Department Clerk - 11 Mos	A3
50	OF90C	Department Clerk	A3
50	OF910	Department Assistant-10 Mos	A4
50	OF911	Department Assistant-11 Mos	A4
50	OF91C	Department Assistant	A4
50	OF920	Department Technician 1-10 Mos	B1
50	OF921	Department Technician I-11 Mos	B1
50	OF92C	Department Technician I	B1
50	OF931	Department Technician II-11 Mo	B2
50	OF93C	Department Technician II	B2
50	OF940	Department Specialist-10 Mos	B3
50	OF941	Department Specialist-11 Mos	B3
50	OF94C	Department Specialist	B3
40	OF95C	Dept/Project Coor/Analyst	C1
PUBLIC SAFETY SERVICES			
50	PS90C	Public Safety Dispatcher	A4
70	PS91C	Public Safety Officer I	B1
70	PS92C	Public Safety Officer II	B2
STUDENT SERVICES			
50	ST910	Student Services Asst-10 Mos	B1
50	ST911	Student Services Asst-11 Mos	B1
50	ST91C	Student Services Assistant	B1
50	ST921	Student Srvcs Technician-11 Mo	B2
50	ST92C	Student Services Technician	B2
40	ST930	Student Services Spec-10 Mos	B3
40	ST931	Student Services Spec-11 Mos	B3
40	ST93C	Student Services Specialist	B3
40	ST940	Sign Lang. Interpreter-10 Mos	B3
40	ST941	Sign Lang. Interpreter-11 Mos	B3
40	ST94C	Sign Language Interpreter	B3
40	ST960	St. Srvcs. Coor/Analyst I-10 M	C1
40	ST961	St. Srvcs. Coor/Analyst I-11 M	C1

CLASSIFIED JOB FAMILIES

EEO CODE	JOB CODE	JOB TITLE	BAND
40	ST96C	Student Srvcs Coord/Analyst I	C1
30	ST97C	Student Srvcs Coord/Analyst II	C2

TECHNOLOGY SERVICES

50	TE90C	Technology Operations Asst.	A4
40	TE910	Technology Support Tech-10 Mos	B2
40	TE911	Technology Support Tech-11 Mos	B2
40	TE91C	Technology Support Technician	B2
40	TE92C	Technology Support Specialist	B3
40	TE93C	Technology Analyst I	C1
30	TE94C	Technology Analyst II	C2
30	TE95C	Systems Analyst	C3

APPENDIX C-1
AFFIDAVIT OF DOMESTIC PARTNERSHIP
(Submitted to Chemeketa Community College)

Domestic partners may be enrolled for health insurance under a qualifying employee within the first 31 days following the date of employment or within the first 31 days of eligibility, as defined below. Coverage will begin the first of the month following Human Resources' receipt of insurance forms and one of the following:

1. This properly executed affidavit or
2. A copy of registration of domestic partnership with the State of Oregon

Coverage for domestic partners and children of domestic partners shall terminate upon employee's death, the death of the domestic partner, or upon a change in circumstances as attest to below.

I, _____ and _____ are domestic partners, and we:
 (PRINT NAME OF EMPLOYEE) (PRINT NAME OF DOMESTIC PARTNER)

1. Are each 18 years of age or older, and
2. Are each other's sole domestic partner and are not legally married to anyone, and
3. Are not related by blood closer than would bar marriage in the State of Oregon, and
4. Share the same permanent residence and are jointly financially responsible for basic living expenses, and
5. Were mentally competent to consent to contract when our domestic partnership began, and remain so

By signing this Affidavit we understand and agree to the following:

1. In addition to the eligibility requirement of Chemeketa Community College for domestic partner coverage, there are terms and condition of coverage set forth in the group contract of each health plan.
2. Under applicable federal and state income tax law, payments for health coverage of a domestic partner may not be eligible for treatment under Chemeketa's Section 125 Plan and that coverage of the non-employee domestic partner will result in additional imputed taxable income to the employee, and withholding for payroll taxes (including income and social security taxes).
3. Premiums or parts of premiums paid by Chemeketa in excess of the amount of the premium or income for tax purposes.
4. Written notice will be provided by the employee, to Human Resources, if there is any change of circumstances attested to in this Affidavit within 30 days of the change.

We certify under penalty of perjury under the laws of the State of Oregon that the foregoing is true and accurate to the best of our knowledge.

EMPLOYEE SIGNATURE	DATE	DOMESTIC PARTNER SIGNATURE	DATE
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STATE OF OREGON)
) ss:
 County of)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

 NOTARY PUBLIC OF OREGON

My Commission Expires: _____

APPENDIX C-2

**STATEMENT OF TERMINATION OF DOMESTIC PARTNERSHIP
(Submitted to Chemeketa Community College)**

I (name of employee) _____, affirm that the Affidavit of Domestic Partnership attested to and signed by me on (date of Affidavit) _____ shall be and is terminated as of this date.

Termination is due to:

_____ Termination of domestic partnership because of a change in one or more of the circumstances attested to in Section One of the Affidavit.

_____ Death of domestic partner.

Signature of Employee

Date

Received By:

Human Resources—Benefits Representative

Date

APPENDIX D

The parties recognize that the college has partnerships with outside agencies. Those outside agencies have contracted with the college to provide such services as custodial, maintenance work, courier services, and program services funded through various contracts and grants. Current examples include services to buildings on the main campus (Buildings 53, 49, 20), the Santiam campus, Woodburn, Brooks, CCBI, and services at the WorkSource Oregon Centers, JOBS program, the Department of Human Services offices, Corrections Education program sites, the SOAR program and CCRLS. During the length of this contract agencies/locations listed above may be deleted and/or new agencies/locations added. The Association will be notified of changes.

The parties recognize that these outside partner agencies may have different needs and policies regarding such things as holidays, duty days, work schedules, weather closures, etc. When other conditions of employment may be different for employees providing services to these agencies, the current collective bargaining agreement shall be honored unless other arrangements have been approved in writing by both the association and the college.