

Associate Faculty Agreement

Between

Clackamas Community College

And

Clackamas Community College Associate Faculty

July 1, 2022 – June 30, 2026

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PREAMBLE

**CONTRACT BETWEEN THE CLACKAMAS COMMUNITY COLLEGE
ASSOCIATE FACULTY (CCCAF)
AND
THE BOARD OF EDUCATION OF CLACKAMAS COMMUNITY COLLEGE**

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

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

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

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

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

ARTICLE 1

RECOGNITION

A. RECOGNITION

The Board recognizes the Association as the sole and exclusive representative for all associate faculty employees as defined below:

1. This includes instructors, librarians, counselors, health sciences faculty, coaches, and department chairpersons and excludes supervisors who effectively make decisions on hiring, promotion, and assignment. The Association does not represent those persons in the above-included categories who are exempt employees or included in a full-time bargaining unit of the College.
2. This also excludes the following:
 - a. Instructors of classes that are not State of Oregon FTE reimbursable.
 - b. Instructors of classes offered pursuant to a contract with an agency not affiliated with a College where:
 1. The instructors are considered employees of the contracting agencies who teach as an incidental part of their employment for their employers; **or**
 2. The contracting agency agrees to pay the College the cost of the instructor's salary at a rate of pay that exceeds the standard associate faculty rate of pay.
 - c. Instructors in state apprenticeship programs.
 - d. Instructors who teach college classes to employees of the business, organization, or agency by whom the instructors are also regularly employed
 - e. Employees who are employed less than the equivalent of a 3-credit course or 33 contact hours per term accumulated over the academic year.
 - f. Instructors who teach Community Education classes.

B. DEFINITIONS

1. The term "instructor" or "employee" when used in this Agreement shall refer to all employees in the bargaining unit as defined in Section A of this Article.
2. The term "College President" shall mean the Clackamas Community College President or designee.
3. The term "Association President" shall mean the Clackamas Community College Associate Faculty President or designee.
4. The term "Board" shall mean the Board of Education of Clackamas Community College.
5. The term "management" shall mean the President and the administration of the College.

ARTICLE 2

ASSOCIATION RIGHTS

A. INFORMATION

1. Upon request, the Administration agrees to furnish the Association with information necessary for its functioning as the exclusive representative of the faculty in bargaining and contract administration.
2. Such information shall pertain to wages, hours, and conditions of employment.

B. ASSOCIATION BUSINESS

1. Representatives of the Association who participate during working hours in negotiations and grievance processing shall suffer no loss in pay.
 - a. Such meetings may be scheduled during an instructor's class time only at the request of or with the consent of the Administration.
 - b. Unless mutually agreed, bargaining will occur during regular business hours of the College.
 - c. The Association shall be provided with a pool of fifteen (15) lecture credits per term to conduct contract negotiations. This may end with thirty calendar days' notice to the Association. Notice shall be provided no sooner than the 150-day good- faith bargaining period expires.
2. The Association President or designee shall not suffer any loss of pay when required by the Administration to participate in activities intended to improve relations between the College and the Association, such as Presidents' Council, College Council, Board of Education meetings, and quarterly meetings for contract maintenance, and as necessary.
3. Association business shall be transacted at a time that will not interfere with the performance of the employee's assignment.

C. USE OF COLLEGE FACILITIES

1. The Association and its representatives shall have the right of access to College buildings for the purpose of Association business providing there is no interference with the regular program. The usual facility reservations procedure will be followed.

D. USE OF EQUIPMENT

1. The Association officers and committee members shall have the right, for the purpose of Association business, to use College equipment including duplicating equipment, calculating machines, computers, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use.
2. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

E. POSTING OF NOTICES

1. The Association shall have the right to post notices on College bulletin boards for communications in accordance with College procedures.

F. DISTRIBUTION OF MATERIALS

1. The Association shall have the right to use the intra-college mail facilities, employee mail boxes, and email if available.

G. OFFICE SPACE

1. The Association shall be provided, without cost to it, adequate office space in a building at a location and of a description to be mutually agreed upon.
2. The Association shall be allowed to install a telephone in such office at its own expense and will pay the monthly bills.
3. The Association shall be assigned a long-distance code and fax code and shall pay the costs of using these services.

H. COMMUNICATIONS AND FACULTY INPUT

1. The Association and management recognize a joint responsibility in the communication process.
2. The College President or designee will communicate to the Association President substantial proposed changes in established Board policy and/or administrative regulations. The Association President may submit alternative proposals to management.
3. At the request of the Association, meetings between members of the Association and college administrators will be held at least quarterly. The

maintenance and interpretation of this contract might be one agenda item for those meetings.

4. Relevant college publications (such as FYI) will be made available to employees within their individual departments.

I. BOARD-ASSOCIATION RELATIONS

1. Since the Board and the Association recognize the importance of communications and faculty participation in maintaining good working relationships, they agree to maintain the current practices of faculty participation in Presidents' Council, College Council, and other college committees as well as participation of the Association President as a nonvoting ex-officio representative to the Board.

J. ASSOCIATION PRESIDENT

1. Association President: The Association President or designee shall be paid for twenty (20) hours per week at the appropriate Other Professional Assignments rate for all four (4) terms of the school year for activities required by the college to improve relations between the College and the Association as prescribed in Article 2.B.2. Additional pay shall be granted for meetings that occur outside the scheduled terms if such meetings are requested by the college.
2. Professional Development Fund Administration: The Association President, or designee, will be paid an additional twelve (12) hours per term at the appropriate Other Professional Assignments rate for all four (4) terms of the school year for administering the professional development funds in collaboration with the Human Resources Division.
3. Association Training and Conferences: The Association President, or designee, will be paid an additional ten (10) hours per term at the appropriate Other Professional Assignments rate for all four (4) terms of the school year to attend conferences, workshops or meetings of state and national affiliated organizations for matters directly relating to the collective bargaining relationship with the college.
4. Association Activities:
 - a. The Association shall be provided with a pool of up to thirty (30) hours per term to conduct additional activities related to maintaining the collective bargaining relationship between the Association and the College.

- b. In addition to the above, the Association may provide additional time for members of the bargaining unit for Association activities. The Association shall reimburse the College at the Other Professional Assignment rate for each hour requested by the Association.
 - c. All hours paid under this section shall be at the Other Professional Assignment rate.
- 5. The College will work with the Association President to try to arrange the teaching schedule of the Association President so that class meeting times do not conflict with required meetings. In the event that this is not possible, the College will compensate the Association President for the difference between the teaching rate and the Other Professional Assignments rate for those conflicting hours.
- 6. If, due to extraordinary events, the number of required meetings greatly increases, the College and the Association will determine appropriate extra pay.

K. HARASSMENT

- 1. Discrimination
 - a. Clackamas Community College does not discriminate on the basis of race, color, religion, gender, gender identity or expression, sexual orientation, marital status, national origin/ancestry, disability, family relationship, union affiliation, or any other protected status in accordance with applicable law.
 - b. The College's commitment to nondiscrimination applies to curriculum activity and all aspects of operation of the College.
- 2. The Association and the Administration agree that the maintenance of a safe and healthy work environment includes the expectation that all employees shall interact with all other employees and the public in a professional, respectful manner.
 - a. This includes refraining from any type of behavior (whether ongoing in nature or not), action, or language that could be reasonably perceived as hostile, discriminatory, intimidating, violent, or abusive.
 - b. An unhealthy work environment where this behavior is allowed to happen fosters disrespect for fellow employees, supervisors, and/or the

public, interferes with the employee's work performance, and creates an intimidating work environment.

Upon receiving a complaint describing such behavior from an employee, the Chief Human Resources Officer shall conduct an investigation and propose a remedy to all affected personnel.

3. Sexual Harassment

- a. In accordance with Board policy, Administrative Regulation, and ORS 166.065, and all other applicable state and federal laws, the College shall maintain an environment that is free from any form of harassment related to a person's gender, gender identity or expression, or sexual orientation.
- b. Any employee who experiences sexual harassment or who has questions about sexual harassment should contact the Human Resources Office immediately.

L. SAFETY

The College will make a reasonable effort to ensure that employees are safe from actual physical harm in order to adequately perform their duties.

- a. To this end, the College will provide on-campus security services.
- b. In the event a threat is made against an employee while in the performance of his/her duties, or a work area is not in compliance with safety requirements, the employee shall notify the College safety officer or immediate supervisor. No employee shall suffer retaliation or disparate treatment for reporting unsafe working conditions.
- c. The College recognizes the need for a safe and healthful work environment for all employees and has adopted health and safety rules and reporting procedures for that reason.

M. CIVIL PROCEEDINGS

1. Each employee will be insured under the College's liability insurance policy while performing duties within the scope of their respective professional assignment.
 - a. Legal service to the employee will be determined and provided by the insurance carrier within the scope of the College insurance policy.

N. NEW EMPLOYEE ORIENTATION

1. The College shall conduct a synchronous new employee orientation (NEO) once per term. The synchronous NEO shall be conducted in-person, unless the Association and the College mutually agree to hold the NEO in a hybrid or virtual/online format. Newly hired employees shall be informed that their attendance at the NEO is mandatory. Any employee who is hired after the synchronous NEO is conducted shall be required to attend the next scheduled NEO. The Association shall be permitted to meet with employees at the synchronous NEO for at least 30 minutes but not more than 120 minutes.
2. One week after the College's synchronous NEO, the College shall conduct a second virtual/online, NEO for employees who failed to attend the synchronous NEO. Employees who failed to attend the synchronous NEO shall be informed that their attendance at the virtual/online NEO is mandatory. The virtual/online NEO shall be one hour in length and scheduled during the lunch hour. The College will introduce employees to an asynchronous, self-paced online module at that time. The Association will then have 30 minutes to present information in a synchronous format during the virtual/online NEO.
3. If a newly hired employee fails to attend the synchronous NEO and the subsequent virtual/online NEO, or the employee is hired after the NEOs occur, the Association may arrange to meet with the employee for 30 minutes during the employee's office hours, or at another time during or outside of regular work hours, if mutually agreed upon by the Association and the employee. Any meeting scheduled by the Association pursuant to this paragraph must not interfere with student contact time.
4. Employees shall be compensated by the College at the Other Professional Assignments rate for time spent meeting with the Association at an in-person NEO, a virtual/online NEO, or at a meeting with the Association, as set forth in paragraphs 1-3 of this section. Designated representatives of the Association who are employed by the College and who attend meetings with new employees for the purpose of providing them with information shall use paid time allotted to the Association in Article 2.J of the parties' Collective Bargaining Agreement.
5. The College will consult with the Association on a template that will be used to communicate with employees regarding their obligation to attend an NEO. The template shall include the following paragraph, unless the parties mutually agree to revisions to the paragraph:

"Attendance at the new employee orientation (NEO) is mandatory. In addition to orienting employees to workplace policies and procedures, the NEO

provides associate faculty with an opportunity to learn about the rights and benefits provided in the contract between the College and Clackamas Community College Associate Faculty. Any employee who fails to attend the NEO will be scheduled for a follow-up NEO to orient them to their career at Clackamas Community College."

6. The Association's right to meet with new employees, as set forth in ORS 243.804, includes the right to meet with new employees within thirty (30) calendar days from date of hire. If the process described in this Article is followed, the Association will not allege that its rights have been violated on the basis that a meeting with a new employee occurred more than thirty (30) days after the date of hire.

O. MENTORING

1. The Administration and the Association agree that the mentoring of incoming employees is beneficial to the success of the employee, the college and students.
2. The parties agree to collaborate on the development of a college-wide mentor program.

P. ONLINE TEACHING ENVIRONMENT TRAINING

1. Associate faculty members who wish to incorporate a learning management system into their instructional methodology shall, after consultation and mutual agreement with their department, be supported with training. Training will be provided following the regular College process. Associate faculty will be paid for approved training at the Other Professional Assignment rate. Training will be prioritized based on scheduling availability and availability of funds.

Q. IN-SERVICE

1. The Association will be invited to collaborate on the development of the College's in-service program. Members who are requested to attend the College's in-service program will be paid for hours in attendance per Article 5.

R. ASSOCIATION GRIEVANCE OFFICER

1. The Association Grievance Officer will be paid for the time they meet with Human Resources in the performance of matters related to labor relations when requested by the College. Pay for this time shall be at the Other Professional Assignment rate per Article 5.B.4.

ARTICLE 3

MANAGEMENT RIGHTS AND RESPONSIBILITIES

1. It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the College and its programs, facilities, properties, and activities of its employees, through the President and administration, in accordance with such policy or procedure as from time to time may be determined.
 - a. The foregoing enumerations of the functions of the Board assume that the Board retains all functions not specifically nullified by this Agreement.
2. Nothing in this Agreement shall limit, in any way, management's right to contract, subcontract, and/or transfer any work.
 - a. Further, the Association understands and agrees that the College shall have no obligation or responsibility whatsoever to bargain with the Association over the decisions or the effect of such decisions to contract, subcontract, and/or transfer any work.
 - b. It shall not require management to continue in existence any of its present programs in their present form and/or location, nor on any other basis (except as outlined in ORS 243.698).
3. Nothing in this Agreement shall be interpreted in such manner as to prevent the College from making such reasonable accommodations as may be required under applicable legislation.

ARTICLE 4

RIGHTS AND RESPONSIBILITIES OF MEMBERS

A. GRADING OF STUDENTS

1. The instructor shall maintain the exclusive right and responsibility to determine grades and other evaluations of students consistent with the criteria in the syllabus.
2. No grade or evaluation shall be changed without the approval of the instructor, as long as said instructor is a faculty member at Clackamas Community College, except, at the request of the Vice President of Instruction and Student Services, the appropriate Dean and Department Chair/Director, who, in consultation with three faculty members, including at least one associate faculty member chosen by the Association, shall review the grade and authorize a change if appropriate.

B. JOB DESCRIPTIONS

The following job descriptions contain duties that may be assigned to associate faculty. Associate faculty are not limited to the following duties:

1. **INSTRUCTOR:**

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

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

Instructors shall:

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

- c. Be responsible for meeting classes, instructing, assessing student learning outcomes, grading and otherwise assessing student performance, advising, assisting and tutoring students, and performing other tasks related to instruction as assigned.
- d. Be responsible for
 - 1) Preparing course materials and
 - 2) Reviewing and evaluation student progress.
- e. Some instructional situations are unique; for example, team teaching, clinical settings, and open labs. Instructional assignments will be made as required to accommodate these unique teaching and/or developmental situations.

2. COUNSELOR:

The Counseling Department of Clackamas Community College is dedicated to providing services characterized by human warmth and positive regard for each individual. Through counseling, which stresses examination of each student's individual interest, needs, potential, and circumstances, the counseling service functions as an individualizing force in the instructional process. Counseling encourages persons to develop responsibility and effectiveness as students, citizens, and human beings. Counseling assists students to resolve and cope with educational, personal, and other problems. Services of the counseling department are available to all members of the College community.

The duties of a counselor may include, but are not limited to the following:

- a. Student Services
 - 1. Intake and integration of new students
 - 2. Coordination and support of the faculty advising process
 - 3. Follow-up on referrals from faculty and staff
 - 4. Referral to on- and off-campus services
 - 5. Counseling
 - 6. Crisis intervention
 - 7. Primary resource for instructional and procedural information
 - 8. Coordination and provision of career and academic planning
- b. Instructional Services
 - 1. Classroom-based instruction in
 - i. Career
 - ii. Human development

- iii. Student success
 - iv. Counseling and guidance
 - v. Employment
 - vi. College orientation and
 - vii. Communication classes
 - 2. Counseling-based instruction of individuals and groups of students
 - i. Personal
 - ii. Crisis
 - iii. Career
 - iv. Drug and alcohol
 - v. College success
 - vi. Decision making and
 - vii. Personal growth and development
 - c. Advocacy for and support of programs designed to provide the widest range of counseling services to student populations
 - 1. College orientation
 - 2. Testing
 - 3. Pre-registration and scheduling
 - 4. Faculty advising
 - 5. High school continuation
 - 6. Career counseling
 - 7. International student services
 - 8. High school relations
 - 9. Minority support
 - 10. At-risk populations
 - 11. Recruitment
 - 12. Retention
 - 13. Curriculum development
 - d. Liaison with college departments and services
 - 1. Consultants and back-up to faculty advising process
 - 2. Close referral and interchange with all college departments concerning student referral, problem solving, and information sharing
 - 3. Community agencies
 - 4. Other educational institutions
3. LIBRARIAN:
 Librarians will be responsible for providing library services for students, employees, and community residents. The librarians will exercise independent judgment based on adequate knowledge of library

science; the instructional and professional goals of college programs; teaching theories, strategies and methods of instruction; interpersonal relationships; electronic technology; College policy; and outreach services with College staff and community.

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

Specific duties shall include, but are not limited to:

- a. Instructing library users individually and in groups in the location, organization, and use of library and information resources.
- b. Instructing library users individually and in groups in the use of electronic resources.
- c. Working with instructors to develop library-related assignments.
- d. Developing relationships with other departments through the liaison function.
- e. Cooperating with other libraries in the county and the state to foster total library services for all library users.
- f. Establishing a professional development plan to remain current with advances in the field of library science and information delivery systems.
- g. Recommending materials in a variety of formats, both print and non- print, for purchase based on user interests and curricular requirements so that the library collection is kept current and well balanced.
- h. Participating in college wide, departmental, and divisional meetings as scheduled.
- i. Compiling data for reports as required by the College.
- j. Cataloging, processing, and inventorying of all library materials in accordance with standard American Library Association and College procedures.
- k. Directing classified staff employees assigned to library services.
- l. Directing student assistants assigned to library services.

4. HEALTH SCIENCES FACULTY:

- a. Faculty in Health Sciences have unique responsibilities associated with coordinating and managing clinical (practicum) experiences, simulation labs, curriculum, student supervision, and evaluation.
 1. This additional workload is unique to healthcare

education because of external accreditation requirements, clinical affiliate contracts, and state administrative rules.

2. Often this work must be performed outside of regular college hours, including any day of the week and during any time period in a 24-hour day.
- b. In addition to regular classroom instruction, Health Sciences faculty must maintain licensure/certification.
 - c. Other additional responsibilities may include but are not limited to the following:
 1. Participating cooperatively with clinical affiliates, other educational programs, and community agencies to facilitate equitable access to clinical sites.
 2. Participating in student admission decisions.
 3. Arranging clinical placements.
 4. Attending initial and ongoing instructor orientations to clinical sites.
 5. Orienting and mentoring adjunct clinical instructors.
 6. Establishing and maintaining relationships with staff at clinical sites.
 7. Travel to various clinical sites to evaluate individual students, both during regular college hours and overnight, evening, and weekend hours.
 8. Remaining in a standby, on-call status to individual students at a clinical site during overnight, evening, and weekend hours.
 9. Responding by phone or on-site visit to students while on-call as described above.
 10. Ongoing and final written and face-to-face student evaluations.
 11. Management of students having clinical performance difficulties.
 - d. The responsibilities related to Clinical Labs/Simulation Labs are unique to the health sciences profession.
 1. Planning, supervision, and evaluation of student proficiency are performed by faculty and often require one-on-one instruction and qualification of students by faculty.
 - e. Responsibilities related to curriculum are also unique.
 1. To maintain and improve the instructional program or

curriculum the health sciences faculty must participate in external, ongoing workgroups and training to remain current to OCNE and other current curriculum standards.

C. ACCESS TO MATERIALS, FACILITIES, AND EQUIPMENT

PREAMBLE

An employee has a right to expect reasonable access to materials, facilities, and equipment necessary to the performance of work assignments. In situations wherein the employee believes reasonable access has been denied, the supervisor may be consulted to determine a mutually satisfactory arrangement.

1. The College will provide associate faculty members access to a lockable, individual or shared office space, equipped with: a desk or work table, chair, file drawer, bookshelf, networked computing with access to the internet, the College network and standard administrative and productivity software adopted by the college, and a telephone.
2. Office keys will be provided to associate faculty at no charge.
3. Associate faculty will have access to all campus resources necessary to effectively deliver course materials to their classes and to facilitate appropriate communication between the associate faculty member and his/her students. This includes, but is not limited to, duplication resources, supplies, private conference space, textbooks, computer and other materials.

D. MILEAGE

Employees required in the course of their work to drive personal automobiles will be paid mileage by the Administration in accordance with current procedures.

E. ABSENCE

1. Each employee will report each absence according to the procedures set forth by the Administration.
2. The Administration has the obligation to inform employees of the procedure.

F. VACANCIES

1. The Human Resources Office will post and notify the Association in writing of all full-time employment openings in the College on the same day the notice is provided to full-time employees or any outside agency.
2. Upon request to the Human Resources Office, employees will be provided job descriptions and qualifications for full-time employment openings.
3. Associate faculty who have taught four (4) of the most recent eight (8) terms have the right to apply for open positions at the College as internal applicants.
 - a. Associate faculty qualified as internal applicants who have met the minimum qualifications as stated on the job announcement will be granted an interview.
 - b. If the internal candidate equally or better meets the selection criteria when compared to all other candidates, both internal and external, then the internal candidate will be offered the position.

If the associate faculty member is not selected for hire, they have the right to request an explanation from Human Resources as to why they were not selected.

ARTICLE 5

SALARY AND PLACEMENT

A. SALARY SCHEDULE

1. On July 1, 2022 the salary schedule for Groups 1-5 shall be increased by 4.2% plus 2%.
2. On July 1, 2023, the salary schedule for Groups 1-5 shall be increased by the previous calendar year increase in the Consumer Price Indexes (CPI) for Western Region A, not to fall below a 3% or exceed a 4.5% increase. An additional 2% will also be added to the salary schedule for Groups 1-5.
3. On July 1, 2024, the salary schedule for Groups 1-5 shall be increased by the previous calendar year increase in the Consumer Price Indexes (CPI) for Western Region A, not to fall below a 3% or exceed a 4.5% increase. An additional 2% will also be added to the salary schedule for Groups 1-5.
4. On July 1, 2025, the salary schedule for Groups 1-5 shall be increased by the previous calendar year increase in the Consumer Price Indexes (CPI) for Western Region A, not to fall below a 3% or exceed a 4.5% increase. An additional 2% will also be added to the salary schedule for Groups 1-5.
5. In addition, bargaining unit employees who are employed by the College at the time the full agreement is executed and who worked during the 2021- 2022 fiscal year, will receive a one-time signing bonus equal to 2.5% of the member's gross wages for the 2021-2022 fiscal year, on a regular payday within sixty (60) days of ratification by the parties.
6. The parties agree to open Article 5.A for bargaining, to distribute, for the benefit of association members, funds received by the college for the four payments of SB551 dollars owed to Clackamas Community College for the 2022-2023 fiscal year.
7. Bargaining about Article 5.A will commence on or after October 1, 2023 at the request of either party.
8. Lab and Lecture-Lab shall be paid .835 of the Lecture rate.
9. The salary scale for each year shall be appended to the agreement as an appendix.

B. SALARY

1. Groups 1, 2, and 3:

- a. The figure quoted in the salary schedule represents the salary paid for a course lasting eleven (11) weeks meeting one (1) contact hour per week.
- b. Courses meeting more than one (1) hour per week will be paid in multiples of the listed amount.
- c. Classes meeting for other than eleven (11) weeks in length will have the salary determined by the per hour rate listed in the table.

2. Group 4:

The figure quoted in the salary schedule represents the salary paid per hour.

3. Group 5:

The salary for student activities is the total compensation for all work for the specified activity.

4. Other Professional Assignments:

Other professional assignments include curriculum development, office hours, meetings in-service, orientation, and other such non-instructional time.

- a. Pay for such hours shall be 50% of the Group 1 hourly rate, paid at the level associated with the faculty member's student contact activities.
- b. If the faculty member has different pay levels associated with the assignment for which pay under this section is granted, then the higher of the pay levels shall be used.
- c. Effective with the ratification of this agreement Other Professional Assignment hours shall count toward level advancement.

C. LEVEL INCREASES

1. Groups 1, 2, 3 and 4

- a. For pay levels 1 through 4 associate faculty in Groups 1, 2, 3 and 4 will advance one (1) level after accumulating five hundred ten (510) contact hours. Associate faculty on pay levels 1 through 4 in Groups 1, 2, and 3 will advance to level 5 upon completion of a total of three thousand sixty (3,060) contact hours.
- b. Level advancement will occur three times each year at the end of fall term, winter term, and the end of spring term following the accumulation of each increment of five hundred ten (510) hours for levels 1 through 4 and accumulation of a total of three thousand sixty (3,060) hours for level 5.

2. Group 5

- a. There is no level advancement or accumulation for advancement for employees in this group.

D. INITIAL LEVEL PLACEMENT

- 1. Employees will be placed on Level One (1) of the salary schedule upon initial employment.
 - a. For the purpose of level placement, employees shall receive credit for employment with the College beginning January 1, 1986, except as provided in (C) above.

E. CANCELLATION TIME

- 1. In the event a class is canceled or reassigned:
 - a. The employee will be paid at the appropriate rate for each time the employee meets with the class prior to cancellation or reassignment.
 - b. The employee will also be paid three (3) hours of class preparation time at the appropriate Other Professional Assignments rate for classes of three (3) or more credits cancelled less than thirty (30) days prior to the start of the term.

F. OFFICE HOURS

- 1. Instructors teaching at least two (2) credits during a term will be assigned office hours. Office hours per week in the following table are for an 11-week course. Office hours for condensed or extended terms will be modified accordingly.

Instructional Hours per week taught in the dept.	Office hours/week
2-5	1
6-8	2
9-11	3
12 and above	4

- 2. An office hour is understood to be regularly scheduled in-person or synchronous (e.g., Zoom or phone) contact time that the employee is available for student consultation away from the classroom environment.

3. As of Fall Term 2007, employees receiving more office hours than specified will be grandfathered at their current number of office hours, provided the course load remains the same.
4. Office hours listed above are a minimum and the departments have the option of exceeding the office hours specified above.
5. Upon agreement between the employee and supervisor, fewer office hours per week may be assigned.

G. ANNUALLY CONTRACTED ASSOCIATE FACULTY

1. Associate faculty who are granted an annual contract for the purpose of temporarily filling a grant or outside-funded position will be paid according to the Full-time Faculty Contract Article 5 and will be evaluated according to the Full-time Faculty Contract Article 13.
2. Annual contracts will be granted to these associate faculty to fill specific grant or outside funded positions.
 - a. The contract will be for no more than one (1) year's duration, renewable up to three (3) years.
 - b. Before opening an annually contracted position, the Administration will review the position and rationale with the Association.

H. FULL-TIME TO ASSOCIATE FACULTY RATIO

1. If the Administration is considering changing the current Full-time to Associate Faculty Ratio as established in Article 4 (K) of the Full-time Faculty Association Collective Bargaining Agreement, the Associate Faculty Association shall be involved in any discussions prior to making changes to the ratio.

ARTICLE 6

CALENDAR

A. HOLIDAYS

An employee shall be paid for all recognized College holidays that fall within the term and on a day that would normally be a work day for that employee.

B. COLLEGE CLOSURE

1. Employees working at a campus location

- a. In the event that a College work site closes due to an emergency or weather conditions, employees working in person will not be expected to report.
- b. Each employee shall be paid as though their assigned schedule had been worked on such day(s).
 - i. In these situations, however, an employee who makes up the class shall not receive additional pay.
- c. Employees will be expected to return to duty once the worksite reopens or an alternative site is established.

2. Employees working remotely

If a College campus closes due to inclement weather or other emergency:

- a. Employees that are able to perform their work from home will continue to work.
- b. Employees who rely on campus resources to perform work or for reasons related to the emergency cannot work remotely will suffer no loss of pay. They shall communicate with students, supervisor, and co-workers about their inability to continue with their job duties during the period of the campus closure.

ARTICLE 7

SICK/PROTECTED LEAVE

For specific information regarding sick leave, please contact Human Resources. Consistent with this agreement and applicable state and federal law, Human Resources can provide information about the following topics:

- Qualifying Absences.
- Responsibilities for Scheduling and Providing Notice of Sick Leave to the College.
- Reporting Leave Use.
- Medical Certification.

A. SICK LEAVE

1. Associate faculty will accrue eight (8) hours of sick leave for each month of contracted employment. Sick leave may be used to compensate the employee for absences due to personal illness, for the employee to receive medical/dental care, for the employee to care for an ill family member (as defined in Article 7, Section 11), for any OFLA-qualifying purpose (including parental leave), for reasons related to being a victim (or parent of a victim) of domestic violence, harassment, sexual assault or stalking, to donate to the sick leave bank, for public health emergencies, and for bereavement leave granted in excess of that in Section B.
2. Sick leave may be used during any term in which the associate faculty member has an assignment or in the subsequent term in which they were scheduled for employment in the bargaining unit. Faculty who are at level 2 or higher and are unavailable to accept assignments due to illness may deduct 88 lecture credit hours each term from their sick leave for a total of three consecutive terms.
3. If the employee's sick leave extends beyond three (3) consecutive working days or if the absence(s) spans more than a two (2) week period during a term, the College may require verification of the illness or injury from a licensed healthcare professional or other College approved source. Reasonable out-of-pocket costs incurred to obtain the required verification which are not covered by insurance, including office co-pays and coinsurance, will be promptly reimbursed to the employee.
4. Compensation for sick leave hours missed will be paid in accordance with the type of hours scheduled and shall provide no loss of pay or benefits.

5. Employees will report each absence according to the procedures set forth by the College. The College has the obligation to inform employees of the procedure.
6. Associate faculty may accrue a maximum of 440 hours of sick leave. Employees will cease accruing sick leave once they have reached the 440-hour maximum. Sick leave accruals will resume when the employee's sick leave balance falls below 440 hours of sick leave and the employee is contracted to work.
7. Associate faculty who have not been assigned work by the College for five (5) consecutive terms (including summer) will forfeit leave accumulated under the Article.

B. SICK LEAVE BANK

1. Deductions from the sick leave bank for hours missed will be as follows:
 - a. Instructional hours will be deducted as the number of weekly contact hours times a factor of 1.37 (number of scheduled hours x 1.37).
 - b. Non-instructional hours will be deducted as hours scheduled, without a factor applied.
2. If the employee has exhausted their sick leave bank, they may request additional sick leave through the College's qualified leave donation program. Such requests shall be limited to a total of five (5) consecutive terms counted from the onset of the qualifying illness or absence.

C. BEREAVEMENT LEAVE

Associate faculty will be entitled to use up to three (3) days of paid sick leave in the event of death of an employee's family member. It is the intent of this provision that the employee defines what "family" means.

D. PROTECTED LEAVE (FMLA and/or OFLA)

1. Associate faculty who qualify for protected leave may take time off of work to care for themselves or their family members.
2. Eligibility for protected leave will be determined in accordance with the standards established by the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). For eligibility purposes, hours will be calculated as follows:
 - a. Instructional hours will be calculated as the number of weekly contact hours times a factor of 1.37 (number of scheduled hours x 1.37).

- b. Non-instructional hours will be deducted as hours scheduled, without a factor applied.
3. Associate faculty who qualify for protected leave will be able to utilize sick leave if:
 - a. The employee requested a protected leave of absence following procedures established by Human Resources.
 - b. The employee was assigned work during the term in which the protected leave of absence was requested.
 - c. The protected leave of absence was approved.
 - d. The employee has not exhausted their FMLA and/or OFLA leave.
4. If a protected leave of absence extends beyond the term in which the protected leave of absence was requested and approved, the employee will be able to utilize sick leave until the employee receives a release to return to work, if applicable, the protected leave balance has been exhausted, or the employee is no longer eligible for protected leave.
5. Associate faculty, who qualify for protected leave, are entitled to two (2) weeks of bereavement leave per death of a family member. The first three (3) days of such leave will be paid bereavement leave per section C above, after which the employee may choose to use paid sick leave to remain in paid status.
6. If the employee has exhausted their sick leave bank and is still eligible for protected leave, they may request additional sick leave through the College's qualified leave donation program.
7. For purposes of protected leave, "family member" will be defined by the applicable law. When same-sex domestic partners, same-sex domestic partner's children, and same-sex domestic partner's parents are eligible under the law, opposite-sex domestic partners, opposite-sex domestic partner's children, and opposite-sex domestic partner's parents will also be eligible.

ARTICLE 8

OTHER LEAVES

A. UNPAID LEAVE

Approved unpaid leave allows the employee to retain their pay level, seniority, and previously accrued benefits and to resume additional accrual of benefits if work assignments are made after the approved absence.

B. COURT OR JURY DUTY

An employee on jury duty or subpoenaed to appear as a witness in a case in court, unless a party to the matter at issue, shall be given paid leave. A copy of the order or subpoena may be requested by the College.

C. MILITARY LEAVE

A military leave of absence shall be granted to any employee inducted or who enlists for military duty in any branch of the Armed Forces of the United States pursuant to ORS 408.290 and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

D. POLITICAL OFFICE LEAVE

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

E. OTHER LEAVE

An employee may be granted other leaves at the discretion of the College.

F. APPLICATIONS FOR LEAVES, EXTENSIONS, RENEWALS

All applications for leaves, extensions, or renewals of leaves shall be submitted to the employee's supervisor in writing and shall include:

- a. The general reasons for the request
- b. Dates and length of leave requested

The College may deny unpaid leaves of absence, except as provided by state and federal law.

ARTICLE 9

DUES AND PAYROLL DEDUCTIONS

A. ASSOCIATION DUES AND FAIR SHARE

1. Any bargaining unit member may request in writing to the Association that the member's regular Association membership dues and assessments be deducted from the member's salary.
 - a. The date of the first deduction shall be made in accordance with the policies and procedures of the College.
 - b. The total amount each pay period shall be the monthly dues, assessments and voluntary contributions of the OEA, NEA and Clackamas Community College Associate Faculty (CCCAF).
 - c. Such authorization shall continue in effect until revoked or changed in writing to the Association. The Association shall notify the College when a bargaining unit member should no longer have dues deducted. The College shall deduct the dues and assessments each pay period of that term.
 - d. The amount of Association dues and assessments collected shall be promptly remitted each pay period at no cost to the member or the Association.
 - e. Remittance of OEA/NEA dues will be reimbursed to OEA. Remittance of CCCAF dues shall be made to the CCCAF.

The College, in a reasonable manner, shall provide the Association an Excel-compatible (when possible) register of the OEA/NEA/CCCAF dues and assessments, including voluntary Association contributions, deducted from each member's paycheck.

B. EMPLOYEE INFORMATION

1. New Employees and Change of Employee Status

The names and department of all new employees shall be furnished to the Association within the first thirty (30) days of employment. The Association shall be given a monthly report containing all changes of names, addresses, and employment status (termination, resignation, retirement, leave of absence) of all part-time faculty association employees.

2. Employee List

Upon request, the College shall provide to the OEA Membership Specialist and Association Treasurer an Excel-compatible database, if possible, of each employee in the bargaining unit (both active members and non-members)

that includes the last four digits of the employee's social security number, employee ID, classification or title, worksite, residential address, and residential and/or cell phone number(s).

3. Course Information

By the third week of each term the College will transmit to the Association a list of courses taught by members of the bargaining unit. That information will include: name of instructor, course name and number, classroom location, days of week and time the class meetings start.

C. INDEMNIFICATION

If there is a claim against the College as the result of the application of any of the provisions of this article, the Association agrees that it will hold the College harmless, and will pay any and all amounts awarded against the College, including, but not limited to, damages, fees, fines, attorney fees, and court costs.

The College agrees to select its attorney from the firm of Bennett Hartman Morris and Kaplan, LLP, or its successor, so long as it is utilized by the Oregon Education Association.

Another firm may also be selected if mutually acceptable. The Association shall be extended the privilege of consultation in the college's defense of claims pursuant to this article.

This hold harmless agreement shall become void in the event the College fails to give timely notice of any formal claim to the Association and relinquishes the defense of the claim to the Association and its designated counsel. For the purpose of this article timely notice is defined as 30 calendar days from receipt of a formal claim by the College.

D. PAYROLL DEDUCTIONS AND ELECTRONIC TRANSFERS

1. The College shall continue, for the life of this Agreement payroll deductions and electronic transfers as permitted by law on the date of this Agreement, including but not limited to any portions that may be used for political purposes.

E. MAINTENANCE OF MEMBERSHIP

1. All employees covered by this agreement who are or who become members of the Association shall remain members of the Association during the term of this agreement.
2. This provision does not apply to any member, who, within the month of September, withdraws from the Association by sending a signed withdrawal statement to the Association with a copy to Human Resources.

3. In the event that this section is overruled by changes in state law, the parties will meet within sixty (60) days to discuss the alternate language pursuant to ORS 243.702.

ARTICLE 10

INSTRUCTIONAL TECHNOLOGY AND DISTANCE LEARNING

A. INSTRUCTIONAL TECHNOLOGY

Because instructional technologies are becoming increasingly prevalent in education, the College administration and the Association agree that:

1. Instructional technology should be founded in research-based best practices in teaching and learning to benefit the educational process.
2. Prior to adopting new college-wide instructional technology, the Administration and the Association will collaborate on the function, use, usability of, and support for the new technology. Instructional technology includes the hardware or software adopted at a college-wide level through which instructional materials are delivered, structured, or taught. This may include, but is not limited to, instructor podium, classroom technology, learning management systems, courseware system, video storage repositories, and computer programs.
3. The Administration will support the use of instructional technologies to provide instruction both on and off campus, or it will consult with the Association if that support is not feasible.
4. The use of instructional technologies and materials to support classes is an educational choice that should be left to the judgment of each individual faculty member in collaboration with other faculty in their department or program. Instructional materials include, but are not limited to, digital technology, video, audio recordings, photographic and other similar materials, video and audio transmissions, computer-assisted instructional materials, online curriculum, podcasts, three-dimensional materials and exhibits, and combinations of the above, and which are used to assist or enhance instruction.
5. The Administration will maintain a positive environment for faculty who choose to use instructional technology to improve their teaching or to deliver instruction in innovative ways, including the use of computers, by providing adequate and on-going training and support.
6. If the College decides to broadcast faculty presentations to an audience other than the intended audience of students and other college staff, there shall be a written agreement (establishing use and, if applicable, compensation) between the Administration and faculty member.

B. DISTANCE LEARNING

1. Course Development

- a. Faculty who develop a new class or who adapt a class that the faculty member had taught successfully in the past to a different instructional modality (e.g., online, remote, etc.) at the written request of the Administration or Department will receive development pay equivalent to at least one (1) hour at the Other Professional Assignment rate per week per credit hour of the new or adapted class.
- b. The amount of development pay will be agreed to in advance in writing. The Administration may, at its discretion, waive the requirement for an agreement in advance. Nothing shall prevent the employee from developing or updating a new course voluntarily. In the absence of an agreement, such development will be considered voluntary by the faculty member.
- c. In the event that the Administration requires revisions to existing course materials to meet Department needs, then additional development pay may be granted by mutual agreement.
- d. The employee and the Administration shall maintain all rights consistent with Article 15.

2. Delivery

- a. With agreement of the supervisor, assignments shall be adjusted to accommodate delivery of distance learning responsibilities to avoid an overall increase in workload for any individual.
- b. The administration recognizes that distance learning courses must be capped, just like traditionally taught courses, in order to facilitate a quality learning experience. The class size will not exceed the seat load cap of a comparable, traditionally taught section unless agreed to by the Dean and the faculty member. A faculty member's decision not to exceed the cap will not affect future assignments.
- c. No faculty will be assigned a distance education course without adequate preparation and training. Adequate preparation and training may be demonstrated by a) having successfully taught the course using the same learning management system within the previous five quarters, including summer; or b) successful completion of a College-provided training in the appropriate learning management system.

- d. Faculty members who participate in College-provided training related to distance education at the request of the Administration will be compensated for attending such training at the appropriate Other Professional Assignments rate. Participation in such trainings is not a guarantee of employment or assignment.
3. Faculty assigned a distance learning course(s) may, with agreement by the supervisor, hold office hours in a virtual format.
 - a. The total number of office hours will be in accordance with Article 5F.
4. Faculty who teach distance learning classes may, by the nature of the class, be able to professionally teach the class from an off-campus location.
5. The Administration will designate a common learning management system that it will provide and support. With agreement between the faculty member, Dean, and Vice President of Instruction and Student Services, an alternate learning management system may be used.

C. NEW COURSE MODALITIES

In the event that the College adopts a new instructional modality (e.g., hyflex) as a standard modality of instruction (i.e. not part of a pilot or experimental trial), it shall give the Association notice of at least sixty (60) calendar days prior to the courses being listed in the course schedule. The Association shall have fourteen calendar days to notify the Administration that it wishes to bargain over the modality.

ARTICLE 11

INSTRUCTOR EVALUATIONS AND PERSONNEL FILES

PURPOSE

- To provide regular and systematic evaluation of instructor performance in order to ensure teaching effectiveness and enhance student learning.
- To identify and recognize teaching effectiveness.
- To implement and share successful teaching/learning practices among instructors.
- To stimulate and encourage instructors to improve teaching effectiveness.
- To help identify individual and in-service staff development opportunities.

A. EVALUATION PROCESS

The evaluation process is intended to be a formative assessment to recognize strengths, accomplishments and areas needing improvement.

1. Instructors in their first three (3) terms of employment in a department will have student evaluations completed in at least one (1) class per term and results submitted each term to their Dean or Department Chair.
 - a. Nothing in the evaluation process described below would preclude an instructor in his/her first three (3) terms of employment from creating a portfolio for future administrative evaluation.
 - b. A copy of the summarized student evaluation will be given to the instructor after grades are turned in.
2. Instructors will have an administrative evaluation upon reaching Level 2. Thereafter, instructors will have an administrative evaluation at least every three (3) years.
 - a. Evaluating administrators will notify faculty members of their scheduled administrative evaluations not less than 10 working days before the end of the term prior to the scheduled evaluation. The administrator will offer an opportunity to meet and review the evaluation materials and the process.
 - b. Evaluation will be based on performance of assigned job duties and related responsibilities.
 - c. The evaluating administrator will use multiple sources of

information in the evaluation.

- 1) These must include:
 - a) Instructor self-evaluations
 - b) Peer observations and evaluations
 - c) Student evaluations

- 2) These may also include:
 - a) Administrator observations
 - b) Instructor portfolios

If required materials are not submitted, then the instructor may receive an unsatisfactory evaluation.

- d. Other sources of information may be used in developing the administrative evaluation of the faculty member in addition to that listed above, provided the faculty member is made aware in writing of the content of the supplemental information, that the information is verified by the College, and that it relates directly to the faculty member's job description as listed in Article 4 (B).

 - e. All administrative evaluations will be in written form and shall include at least the following information:
 - 1) Highlights of the faculty member's self-evaluation
 - 2) Highlights of the student evaluations
 - 3) Highlights of colleague observations
 - 4) Specific identification of areas that might be strengthened
 - 5) Course of action suggested by appropriate colleagues and administrator designed to eliminate areas of concern, if applicable, complete with time lines for improvement
 - 6) A space for the faculty member to enter reactions or comments about the administrative evaluation
 - a) Comments and reactions must be completed and returned to the evaluating administrator within thirty (30) College working days.

 - f. The evaluating administrator and faculty member will meet to discuss the completed evaluation prior to it being signed. A copy of the administrative evaluation will be given to the faculty member and a copy will be included in the personnel file of the faculty member.
3. No unsigned student evaluations or summary of student evaluations will be presented at any step of the grievance procedure or in a formal disciplinary

hearing that results from a student complaint.

4. Peer Evaluations: In the event that another associate faculty member is appointed to serve as a peer evaluator by the evaluating administrator or the faculty member's department, then they shall be paid for their time at the Other Professional Assignment Rate.
5. Student Evaluations: Associate faculty members may request a student evaluation in any given term and that student evaluation will be included in the next faculty evaluation. The college shall be responsible for circulating, gathering and compiling student evaluations used in the evaluation process.
5. This language does not preclude the administrator from addressing issues in any term when student evaluations or other data indicate the need to do so.
6. Compensation: Bargaining unit employees shall be paid for up to two (2) hours work for attending meetings and compiling the materials and resources necessary and sufficient to complete their administrative evaluation.

This provision is subject to change based on the conclusion of the evaluation review committee and will sunset with this contract.

7. Evaluation Review Committee: The Association and instructional administrators will convene an Evaluation Process Review Committee. The Committee will be tasked with evaluating the current process of evaluation and shall make recommendations to both bargaining teams about changes the team members feel are appropriate.

Until the work of the Evaluation Review Committee is complete, student evaluations of remote, hybrid and online courses shall be conducted via respective online forms mutually approved by instructional administrators and the Association.

B. PERSONNEL FILES

1. Members shall have the right, upon request, to review the contents of their personnel files and to receive a copy, at College expense, of any documents contained therein, excluding confidential materials as identified in item B.5 below.
2. Members will be entitled to have a representative of the Association accompany them during such review.

3. Any materials placed in the personnel files shall be placed within a reasonable period of time.
 - a. These files shall contain all materials relevant to the member's employment and shall be the sole repository of such materials, except that all documents, communications, and records dealing with the processing of a grievance will be filed separately from personnel files of the participants per Article 12 Grievance Procedures.
 - b. Nothing in this Agreement shall be construed to prevent or restrict immediate supervisors from maintaining individual working files, which shall be deemed personal to the supervisors as a part of that person's work product.
 - 1) Such materials may not be utilized in any proceedings unless they were made a part of the personnel file at the time they were created.
4. At any time, members have the right to indicate those documents and/or other materials in their files, which they believe to be obsolete or otherwise inappropriate for retention.
 - a. Said documents will be reviewed by the Dean of Human Resources, or his/her designee, and if the Dean approves, the materials will be destroyed.
 - b. No negative or derogatory material will be placed in a member's personnel file unless the member has had an opportunity to review it.
 - 1) Members shall be notified of the contents of any negative or derogatory materials within five (5) college working days of the materials being received in Human Resources.
 - c. Student complaints, other than student comments on an evaluation form obtained using normal evaluation procedures, shall not be made a part of the personnel file unless a formal hearing has been held, and there has been a finding against the faculty member by the hearing committee and the college president.
 - d. In the event that the member believes the material to be inaccurate, untrue, or unfair, they may grieve the matter.

- e. Members will acknowledge that they have had the opportunity to review such material by affixing their signatures to the copy to be filed, with the express understanding that such signatures in no way indicate agreement with the contents thereof.
 - 1) Unacknowledged material may not be used to support any denial of advancement or any other action taken against a member.
 - f. Members also have the right to submit written responses to material in their personnel files and their responses will be attached to the file copy.
 - g. Materials not in the member's personnel file cannot have an adverse impact in an evaluation.
5. The College agrees to protect the confidentiality of personal references, academic credentials, and other documents submitted from outside the Institution.
- a. Although the College agrees to protect the confidentiality of personal references, academic credentials, and other documents submitted from outside the Institution on a "confidential" basis, it will not establish separate "confidential" files.
6. Incident files:
- a. Documents related to the investigation of incidents will be retained in separate incident files in the Human Resources Office.
 - b. Substantiated incidents may be used in faculty evaluations only during the evaluation period in which the incident occurred.
 - c. Unsubstantiated incidents will not be used in any evaluations.
 - d. When an incident is reported to the Human Resources Office, the member must be notified in writing of the content of the allegation within five (5) College working days of the Human Resource's receipt of the allegation.
 - e. All information and investigations will be conducted in a confidential manner.

ARTICLE 12

GRIEVANCE PROCEDURE

A. PURPOSE

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

B. DEFINITIONS

1. A "grievance" is a complaint by an employee, a group of employees, or the Association based upon the interpretation, violation, or application of the Agreement.
2. For the purpose of this Article, "working day" means a regular College workday, Monday – Friday, excluding College holidays and scheduled breaks between academic terms during the twelve (12) month calendar year.

C. PROCESS

1. When a dispute occurs between an employee or group of employees and an Administrator or between the Association and the College regarding the interpretation, violation, or application of this Agreement, the matter shall be brought to the College's attention at the lowest administrative level with the authority to resolve the matter.
2. The dispute shall be brought to the attention of the College within twenty-one (21) working days after the facts upon which the dispute is based first occurred, or first became known, or should have been known.

Step 1 - Informal Initial Review

- a. The aggrieved member and/or the Association shall first notify the Administrator who is central to the dispute of the issue alleged to be a

grievance. The parties will meet in person with ten (10) working days of the notice to attempt resolution of the matter.

- b. The Administrator shall respond in writing to the aggrieved and/or the Association within ten (10) working days of the meeting detailing the Administrator's position on the disputed matter.

Step 2 – Collaborative Resolution Process

- a. If the issue cannot be resolved at the level of the Informal Initial Review, it shall be referred in writing by the member and/or the Association to the Vice President of Instruction and Student Services and the Association President within ten (10) working days of the Administrator's Informal written response.
- b. The Vice President of Instruction and Student Services shall arrange a meeting of the parties with ten (10) working days of receiving notification of the dispute during which time the parties, along with the Chief Human Resources Officer, will aim to resolve the matter. If no resolution can be reached at this Step, the employee or Association may file a grievance.
- c. In the event the Vice President of Instruction and Student Services is the source of the member or the Association's dispute, the College President will serve in the role otherwise performed by the Vice President as listed in Step 2 a and b above.

Step 3 – Formal Grievance

- a. Should the parties be unable to resolve the matter within the period of the Collaborative Resolution Process, a grievance may be filed. The grievance must be submitted, in writing, to the Office of Human Resources within ten (10) working days after the Collaborative Resolution Process has concluded. The written grievance will include a concise summary of the allegations, including reference to the specific contract provision(s) in dispute, and a remedy sought.
- b. Within ten (10) working days of the grievance being filed, the Chief Human Resources Officer, serving as a neutral party to the grievance, will organize a meeting involving the grievant and the Administrator to help all parties better understand the principles of the contract and its application, with the goal of resolving the dispute.

- c. The Chief Human Resources Officer will respond in writing to the grievant and/or the Association, the Vice President of Instruction and Student Services, and the Administrator central to the matter within ten (10) working days as to the College's formal position regarding the grievance.

Step 4 – Arbitration

- a. If the grievance remains unsolved the grievance shall be reviewed by the Association, which shall have sole discretion as to whether a grievance should be appealed to arbitration. If the Association determines that a grievance shall be appealed to arbitration after the above steps or time lines have been exhausted it shall, within fifteen (15) working days from the date of the Chief Human Resources Officer's written formal response to the grievance, file a written notice of a request for arbitration with the Human Resources Office.
- b. Within five (5) working days after the written notice of submission to arbitration, the parties will attempt to mutually agree on the selection of an arbitrator, or failing that, request a list of five (5) Oregon arbitrators from the State Employment Relations Board and, upon receipt of same, alternately strike names until one remains, and submit the matter to arbitration.

D. AUTHORITY OF THE ARBITRATOR

1. The arbitrator so selected shall hold hearings on the matter as promptly as possible, shall abide by the American Arbitration Association Rules and render a decision within thirty (30) days of the close of the hearings or receipt of post-hearing briefs if such have been submitted.
2. The decision of the arbitrator shall be final and binding upon the parties except to the extent the authority of the arbitrator shall be limited as follows:
 - a. The arbitrator will be without authority to make any decision which requires the commission of an act prohibited by law.
 - b. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement or Board Policy or Administrative Rules and Regulations. The arbitrator shall confine decisions solely to the application and/or interpretation of this Agreement or to whether or not the procedural steps provided by Board Policy or Administrative Rules and Regulations have been followed, as the case may be.

- c. Where the provisions of Board Policy or Administrative Rules and Regulations call for the exercise of judgment, the arbitrator shall not substitute personal judgment for that of the official making such judgment, except in cases where the arbitrator determines that such judgment was exercised arbitrarily or capriciously or without basis in fact. If the arbitrator determines that specified procedural steps have not been followed, the arbitrator shall direct that the matter be reconsidered by the appropriate official in accordance with such procedural steps.
- d. The decision of the arbitrator will be forwarded to the Board and the Association and will be final and binding upon the parties.

E. EXPENSES

The fees of the arbitrator and the necessary expenses (inclusive of payment of witnesses) of any arbitration proceeding shall be borne by the losing party or split 50%/50% if a split decision is rendered, and each party shall pay the fees of its own counsel or representative.

F. TIME LIMITS

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

G. GENERAL PROVISIONS

1. Any employee may be represented at all stages of the grievance procedure by a representative of the Association. Where more than one (1) employee has a common grievance, the Association President may initiate a group grievance on their behalf. The Association President shall have the right to initiate a grievance growing out of an alleged violation of Association rights under this Agreement.
2. Meetings and hearings under this procedure shall not be conducted in public and shall include only parties in interest and their designated or selected representatives.
3. Forms for processing grievances shall be prepared by the College and the Association and given appropriate distribution in order to facilitate operation of the grievance procedure.
4. All documents, communications, and records dealing with the processing of a

grievance shall be filed separately from the personnel files of the participants, except the result of the grievance which shall be kept in the personnel file of the employee(s).

5. If Step 1, 2 and 3 are not followed and/or notice is not served in accord with the same time limits listed above by the grievant, the grievance will be barred, except for instances of continuing grievances (in the sense that the act complained of may be said to be repeated from day to day). Said limits are not to be extended by any third party.
6. If any of the administrative responsibilities at each step of this Article are not met, the grievance will proceed to the next Step.
7. No reprisals of any kind will be taken by the employer or by any members of the administration due to the fact that an employee participated in the grievance procedure.
8. Either party may request an extension of or freezing of timelines in order to continue an attempt at resolution or perform additional fact-finding but such extension may only be granted by mutual agreement. The party requesting the timeline extension must do so in writing and receive the other party's agreement in writing. The request will state the specific dates of the extension.

ARTICLE 13

DUE PROCESS RIGHTS AND TERMINATION FOR CAUSE

A. DISCIPLINE AND TERMINATION

1. No employee shall be disciplined or terminated without just cause.
2. The parties recognize that there may be occasions where normal progressive discipline is not appropriate.

B. CRITICISM OF EMPLOYEES

1. All employees shall be accorded treatment by their supervisors in a manner befitting the professionalism of both parties.
2. Any criticism of performance, therefore, shall be made in confidence.

C. DISCIPLINARY MEETINGS

1. Whenever an employee is required by the College to appear before the College President, Board, or any committee or member thereof, concerning any personnel matter which could result in disciplinary action against the employee, that employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to be advised and represented by a representative of the Association or legal counsel during such meeting or interview.

D. COMPLAINTS

1. Any written complaint regarding an employee will be promptly investigated and called to the attention of the employee if the College determines there is merit to the complaint. The employee will be given an opportunity to respond to and/or rebut such complaint.
2. The College will follow established procedures for investigating any complaints. The College engages in shared governance processes that include the association when making changes to complaint processes published in student or employee handbooks.

ARTICLE 14

ACADEMIC AND PERSONAL FREEDOM

A. ACADEMIC FREEDOM

1. The purpose of this statement is to promote public understanding and support of academic freedom and professional responsibility to the students, to the community, and to Clackamas Community College.
 - a. This institution is being operated for the common good and not to further the interest of either the individual instructor or the institution as a whole.
 - b. The common good depends upon the free search for truth and its free exposition.
2. Academic freedom is essential to these purposes and is applied to teaching and other College-related activities.
 - a. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the instructor in teaching and of the student to freedom in learning.
 - b. It carries with it duties correlative with rights.
3. The employee is entitled to freedom in the classroom in discussing the subject, but should be careful not to introduce into teaching controversial matters which have no relation to the subject.
4. The employee is entitled to full freedom in research and in the publication of the results subject to the adequate performance of other respective academic duties and in concert with existing College policies on publications and printing.
5. The employee is a citizen, a member of a learned profession, and a member of the educational institution.
6. When an employee speaks or writes as a citizen, that employee shall be free from institutional censorship or discipline. The employee's special position in the community imposes the special obligation to clarify the fact that they speak as individuals and not as representatives of the College.
7. As a person of learning and as an educational representative, the employee should remember that the public may judge both the institution and the

- profession by personal utterances.
8. As a member of the institution, the employee seeks above all to be an effective teacher.
 - a. Although the employee observes the stated regulations of the institution, the right to criticize and seek revision is maintained.
 9. As a member of the community, the employee has the rights and obligations of any citizen.
 10. The employee determines the amount and character of the civic and community involvement outside the institution with due regard to responsibilities within it.
 - a. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the employee has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

B. PERSONAL FREEDOM

The Board recognizes that the personal life of an employee is of concern to the Board only as it affects the employee's job performance. No personal exercise of citizenship rights shall be grounds for discipline or discrimination.

ARTICLE 15

COPYRIGHTS AND PATENTS

PREAMBLE

The College and the Association strive to develop and maintain academic excellence. As part of an academic community, faculty may be involved in research and development of original works and inventions that would require intellectual property protection.

A. COPYRIGHTS AND PATENTS

1. The ownership of any materials or processes developed on an individual's own time, off-campus, and at no expense to the College shall vest and be copyrighted or patented, if at all, in the faculty member's name.
 - a. Marketing, licensing, any profit from sale or distribution of this copyrighted or patented material shall vest solely and completely in the individual copyright or patent holder.
2. The ownership of materials or processes produced solely for the College and at the College expense shall vest in the College and be copyrighted or patented, if at all, in its name.
 - a. Marketing, licensing, any profit from sale or distribution of this copyrighted or patented material shall vest solely and completely in the College.
 - b. A written record will be entered into in advance between the College and the faculty member that reflects the work to be performed and the compensation to be made. This does not preclude both parties from mutually agreeing to create such a record after the fact.
3. In those instances where materials or processes are produced by a faculty member with College support, by way of use of significant personnel time, facilities, or other College resources, the ownership of the materials or processes shall vest in (and be copyrighted or patented by, if at all) the party or parties designated by written agreement entered into prior to the production.
 - a. Such written agreement shall make either a positive or a negative statement with regard to any compensation to be paid to the faculty member for such development.
4. A prior written agreement by members of the bargaining unit under situations

described in Section 3 of this Article will be entered into whenever materials or processes are produced.

- a. Such agreement shall include, in addition to acknowledgments of ownership, an agreement with respect to the right to market, license, or otherwise distribute the materials outside the College and the assignment of any profits, royalties, or other fees earned from such distribution.
 - a. The agreement will delineate the project scope, anticipated outcomes, and compensation.
 - b. In the absence of an agreement, the faculty member shall be deemed to have ownership.
5. An associate faculty member who develops educational materials as outlined in Section 3 of this article grants the College a nonexclusive license to use such materials in its educational programs and offerings without payment of royalties or fees.
 - a. With respect to such use, the associate faculty member will have the right of first refusal of the college's request to upgrade or modify the materials to keep them current.
 - b. If an associate faculty member declines the request, the College will have the right to modify the materials at its own expense and associate faculty member will have the right to have his or her name removed from the materials.

B. COURSE MATERIALS

1. Unless materials are covered by article 15.A.2 in which there is a written agreement between the College and the faculty member then: Lectures, videos, tests, posters, handouts or other material created by the faculty member for the purpose of instructing Clackamas students are, and shall remain, property of the instructors.
2. Nothing in the agreement shall limit the use of these materials for other education employers or for personal use.
3. Nothing in the agreement shall allow the College to use these materials for the purpose of instructing Clackamas students without prior agreement and compensation.

ARTICLE 16

COMMITTEE WORK

PREAMBLE

Many of the duties and functions of the College require information, suggestions, and advice from faculty members, other employees, students, and the public. To help receive this information, the College will establish committees. However, no member will be required by the College to serve on more than one (1) active College standing committee at one time.

- A. Associate faculty representatives who participate in official college committees will be compensated at the appropriate Other Professional Assignments rate.
- B. The Association will forward the names of recommended members to the committee chair(s).
- C. A list of standing committees with associate faculty representation will be periodically reviewed by the Presidents of the College and the Association. When a new committee requiring faculty representation is established, the College will notify the Association President.
- D. The Association shall be represented in the search process on the interview committee(s) for positions at the Associate Dean level and above. In addition, administrative positions that manage bargaining unit members shall also be included in this requirement.
 - 1. The Association President shall be notified at the formation of interview committees for administrative positions that manage bargaining unit members and for positions at the Associate Dean level and above.
 - 2. The Association President will forward the names of recommended members to the committee chair for inclusion on the interview committee.
 - 3. Any associate faculty member who serves on an interview committee will be paid for such service at the appropriate Other Professional Assignments rate. The estimated number of hours will be agreed to by the hiring manager and the associate faculty member.

ARTICLE 17

WORK ASSIGNMENTS

A. TEACHING ASSIGNMENTS

1. Associate faculty members shall be assigned department work assignments according to their pay level, qualifications, experience, evaluation, and needs of the program.

Needs of the program include but are not limited to:

- Qualifications that better meet the needs of the program such as special training related to the course or the ability to contribute to updating or broadening the program;
 - Sustaining an associate faculty pool sufficient to maintain the program.
2. The College acknowledges the significance and value of past service by associate faculty as an important criterion in making teaching assignments. If the College determines that two or more associate faculty members equally meet all of the criteria in Section A to teach a certain course, the class will be assigned according to the Pay Level List (see B below) to the associate faculty member with the earliest date of hire in that department.
 3. In developing teaching assignments, preference will be given to instructors who have previously taught the class successfully at CCC. Teaching faculty are responsible for providing high quality instruction to their students, as well as for fulfilling their other related professional responsibilities.
 4. In developing teaching assignments, consideration will be given to instructors who have, at the request of the College, developed the course curriculum.
 5. For the purposes of assigning department work, administrative and full-time classified staff shall be treated as if they are at Pay Level One and shall not advance on the pay level list. This shall apply to any instructors initially hired after July 1, 2019.

The criteria in this section shall govern the first sixteen (16) credits or twenty (20) contact hours per week during the term, whichever represents the lower workload. Nothing in this section or any other part of this agreement will prevent the College, at its discretion, from assigning a greater workload during a term.

6. The Administration will consult with the Association on guidelines for chairs to ensure that, whenever possible, there are consistent procedures for assigning courses across all instructional departments. Work on these guidelines will be completed by September 4, 2024.

B. COURSE SCHEDULES

1. Each department prepares a tentative schedule of courses, term-by-term.
 - a. The tentative schedule will be made available to employees.
 - b. From that schedule, faculty are assigned courses considering all of the criteria in Section A above.
 - c. Course sections added or reassigned (for example, due to cancellations of courses for full-time or associate faculty instructors) after the schedule of courses is prepared will be assigned or reassigned considering all of the criteria in Section A above.
 - d. Notification of proposed course assignment by the College is not an employment contract. It is an expression of the College's assignment plans based on the information available at the time of the assignment. The College will make an effort not to deviate from the proposed assignment notifications.
 - e. The College maintains the right to cancel a course for any reason.
 - f. Bargaining unit faculty at Pay Level 2 or greater shall be surveyed regarding availability and course preference on an annual basis.
2. An associate faculty member passed over for a class the member believes they should have been offered has access to the following recourse:
 - a. The member may ask the department chair for an explanation of the course assignment(s) in question.
 - b. The member may contact the Association and request assistance.
3. Request for explanation or assistance by an Association member shall not subject the member to prejudice or retaliation regarding future assignments in that, or any other, department.
4. Both the College and the associate faculty members may indicate preferences in advance in order to facilitate placement, but such preferences will be

considered non-binding.

5. Associate faculty are employed on a term-by-term basis. In considering the best interests of the College's programs, the College retains the right to employ or not employ associate faculty in accordance with this article.

C. PAY LEVEL LIST FOR TEACHING ASSIGNMENTS

1. The Human Resources Office will develop and maintain an Associate Faculty Pay Level List for each department. The List will include faculty at Level 2 and above and be based on Pay Level, then date of hire in that department.
 - a. The Pay Level List will be made available to associate faculty to review in the department office, and a copy of all Pay Level Lists will be provided to the Association at the end of Summer and Fall terms annually.
 - b. The Pay Level List will be updated at the end of Summer and Fall terms each year.
2. Associate faculty may leave CCC for a maximum of five (5) consecutive terms (including Summer), or with a department-approved leave of absence, without having the absence affect their pay level.
3. Associate faculty with absences of longer than five (5) consecutive terms (including Summer) constitute a "new hire" for pay level purposes.

D. NO TEACHING CAPS

1. There is no cap on the number of classes that the College may assign to members of the bargaining unit. The College shall determine, based upon all of the criteria in Section A of this article, the number of courses to assign to any individual.

E. PROJECTED ANNUAL ASSIGNMENTS

1. Instructors will receive a projected instructional load for the next academic year by July 1.
2. Such projections are not a guarantee of employment or assignment, and it is recognized that the projected assignments may be changed based on the needs of the department; however, a good-faith effort will be made to ensure the accuracy of the projected assignments.

3. The Administration and Association will create a workgroup to research other ways that community colleges have provided for more predictable annual schedules for their associate faculty. The workgroup will consist of administrators and associate faculty, with associate faculty being in the majority. The parties agree to a joint recommendation by June 1, 2024, or the taskforce will sunset. If both parties agree, the taskforce's work may be extended.

ARTICLE 18

FRINGE BENEFITS

A. RETIREMENT

1. The College shall pay the six percent (6%) employee contribution required by the law for the Oregon Public Employees Retirement System (PERS) for each eligible employee.
2. The full amount of required employee contributions/payments paid pursuant to this Section shall be considered as "salary" within the meaning of ORS 238.005(2) and ORS 238A.005(16)(b)(F) with respect to PERS/OPSRP for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005(8) and ORS 238A.320. Any amount paid shall be considered to be employee contributions for all purposes under Chapter 238 and 238A.
3. In the event that during the life of this agreement it becomes impossible for reason of law, regulation or decision of the court, for the College to pay the six percent (6%) contribution or any portion thereof, the College will bargain with the Association over the impact of the change on the employee compensation package.

B. LIBRARY CARD

1. Each employee shall be issued a library card upon request.

C. TUITION WAIVER

1. Tuition at Clackamas Community College for all Clackamas Community College sponsored classes (excluding all Community Education classes) will be waived for any member of the bargaining unit and for the member's spouse or domestic partner, and their IRS dependents.
2. For each credit hour taught, a like amount of tuition waiver will be earned to a maximum of sixteen (16) credit hours per term.
3. The employee can accumulate up to thirty-six (36) hours of waived tuition credits each academic year which can be used in any of the four quarters of the academic year regardless of whether the member is teaching that term.
 - a. No more than thirty-six (36) credit hours may be carried over from year to year.

4. Students utilizing tuition waivers under this section shall not be counted to meet minimum enrollment requirements. Permission of the instructor shall be required if course caps are exceeded by the use of tuition waivers.
5. Faculty who have not been employed by the College for five (5) consecutive terms, including summer, forfeit tuition waivers accumulated under this article.

D. HEALTH INSURANCE

1. Bargaining unit members shall be eligible to participate in medical, vision, dental and life insurance plans available through the College under the following requirements:
 - a. Bargaining unit members defined above with accumulated benefit hours during the period of September 1 through the following August 31 shall be ranked from highest to lowest. The College shall offer health insurance to the first 120 bargaining unit members from this ranked list. In addition, any bargaining unit employee whose teaching workload in Article 17.A.6 during any three terms during the period September 1st through August 31st will be eligible for participation in the following benefit year. Associate faculty must re-qualify for eligibility each year.
 - b. New associate faculty who have accumulated three hundred thirty-nine (339) benefit hours or more during any three terms during the first twelve (12) months of their employment OR whose teaching workload has exceeded the workload in Article 17.A.6 during any three terms during the first twelve (12) months of employment will be eligible for participation beginning the first day of the thirteenth month of their employment.
 - c. Benefit hours shall be defined as follows:
 1. Instructional hours paid at Group 1, Group 2, or Group 3 multiplied by 1.37.
 2. Non-instructional hours – all hours paid as Group 4, Group 5 or Other Professional Assignment rates.
 - d. The benefit plan year will run from October 1st through September 30th. Open enrollment will be offered one time per year prior to the October 1 start of the plan year. The College will contribute to a

Section 125 plan the amount qualifying employees need for fringe benefits according to the following table:

Employee Only	95% of MODA Medical Plan 1, Opal Vision and Delta Dental Premier Plan 1
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- e. Faculty is responsible for payment of any balance of the monthly premiums beyond the College contribution.
- f. If the total College contribution is insufficient to cover the plans selected by the employee, then the College shall deduct the balance from the employee’s monthly salary.
- g. If the employee’s pay is insufficient to cover the balance of the insurance premiums, the employee must self-pay the balance.
- h. Eligible employees may opt out of coverage under the College’s group health insurance plan. Eligible employees who elect to opt-out must maintain coverage under another employer-sponsored medical benefit plan and provide proof of current coverage under another employer-sponsored group medical benefit plan.

Note: participation or enrollment in the Oregon Health Plan/Medicaid, Veteran’s Administration Benefit Programs, Medicare or Student Health Insurance does not qualify as an “employer-sponsored group medical benefit plan” and therefore enrollment in these plans does not qualify an employee to opt-out of the College’s group health insurance plan.

Each employee who opts out of medical, dental and vision coverage shall be deemed to have elected the cash-out option under the Section 125 plan. \$200 per month will be automatically paid to the employee as taxable compensation subject to applicable withholding, less any fees charged for providing an opt-out incentive. The remainder of the college contribution will be forfeited and will revert to the College. Waiving only dental or vision coverage does not qualify for the cash-out option under the Section 125 plan.

- 2. The insurance programs identified in this Article shall be provided only in accordance with the underwriting rules and regulations set forth by the insurance carriers in policies retained by the College. Nothing in this Agreement shall change the interpretations, meanings, or intent of the provisions of the insurance contracts between the College and insurance

carriers. The College is not obligated under any circumstance to pay any expense not covered by the insurance carriers. Nothing in this Agreement, however, limits an employee's rights to appeal or otherwise challenge against the carrier any interpretation, meaning, or intent of the provisions of any insurance contract applied by the carrier.

3. The Insurance Committee shall include two associate faculty members. Selection of members to fill the representative positions is to be made by the Association.

E. OTHER COLLEGE PAID INSURANCE

1. Life Insurance
 - a. The College will shall provide each benefit eligible employee with a life insurance policy of \$50,000.
2. Accidental Death and Dismemberment
 - a. The College shall provide each benefit eligible employee with Accidental Death and Dismemberment coverage at no cost.

F. STUDENT LOAN DEBT FORGIVENESS PROGRAMS

The College may be asked to report the number of hours worked in a period to determine the eligibility of bargaining unit employees to have student loans adjusted, consolidated, refinanced, reduced or forgiven under programs such as, but not limited to, the Public Service Loan Forgiveness Program.

1. The college agrees to report all qualifying non-instructional hours.
2. Qualifying Instructional hours will be reported as follows:

Number of weekly contract hours X 4.35.

ARTICLE 19

PROFESSIONAL DEVELOPMENT

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

- A. The College will allocate \$35,000 (thirty-five thousand dollars) each year for associate faculty professional improvement. Such funds may be used to attend professional meetings or conferences, participate in instruction-related activities, and/or enroll in appropriate courses and/or workshops.
 - 1. Any funds during the contract year not utilized up to \$10,000 (ten-thousand dollars) may be added to the subsequent year's total available funds.
 - 2. Funds carried over during the benefit year are not cumulative and are limited to a \$10,000 (ten-thousand dollars) maximum at any one time.
 - 3. In the event that the \$35,000 (thirty-five thousand dollars) and any funds carried over from the prior year are fully spent in any given year, the annual allocation will be increased to \$37,000 (thirty-seven thousand dollars) for the following year.
- B. These funds will be allocated and expended in accordance with the rules developed by an associate faculty committee in conjunction with the Human Resources Office.

ARTICLE 20

SCOPE AND EFFECT

A. AGREEMENT HAS PRECEDENCE

1. This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the College which shall be contrary to or inconsistent with its terms.
2. The provisions of this Agreement shall be incorporated into and become part of the established policies, rules, regulations, practices, and procedures of the College.

B. RECOGNITION OF INVALID AGREEMENTS

1. In the event any provision of the Collective Bargaining Agreement is judged to be invalid by any court of competent jurisdiction, federal or state legislation, or administrative rulings, then upon request by either party the affected provisions of the Collective Bargaining Agreement shall be reopened for negotiation.
 - a. The remainder of the Collective Bargaining Agreement shall remain in full force and effect.
2. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Oregon.
 - a. If any provisions of this Agreement, or any application of this Agreement, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full effect.
3. In the event a provision is determined to be contrary to law, such provision shall be renegotiated in a timely manner for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision.

C. WAIVER OF FURTHER BARGAINING

1. Both parties agree that during the course of negotiation which resulted in the execution of this Agreement, each party had the unlimited opportunity of making proposals, assessing proposals, and analyzing positions.
2. The parties further assert that all obligations and benefits contained in this Agreement are the result of voluntary agreement (except as outlined in ORS 243.698).

D. EFFECT OF AGREEMENT

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

E. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND AGREEMENT

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

F. PRINTING AGREEMENT

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

ARTICLE 21

DURATION OF AGREEMENT

A. EFFECTIVE DATE

1. This agreement shall be effective as of July 1, 2022 and shall continue into effect until June 30, 2026.
2. This agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, and no departure from any provision of this Agreement by either party, or by their officers, agents or representatives, or by members of the bargaining unit, shall be construed to constitute a continuing waiver of the right to enforce such provisions.

B. NEGOTIATIONS OF A SUCCESSOR AGREEMENT

1. The parties shall enter into negotiations to modify this Agreement by February 1, 2026, unless the parties mutually agree to a later start date.
2. If negotiations have started but this Agreement has not been renewed or modified by June 30, 2026, then status quo conditions shall continue in effect until an agreement has been reached.

C. REOPENER

If in any year of this agreement the full-time faculty receive increases to base salaries above those bargained in Section 5A of this agreement, the Administration shall either match the increase for the given year or open the relevant subsection of Article 5A for additional increases.

If the College does not match the full-time faculty increase, then bargaining will commence within ninety (90) days of the ratification of the full-time faculty agreement should the full-time faculty salary increase be greater in 2023-2024. If the Administration fails to match increases in subsequent years the agreement will open by February 1 of the year that the full-time faculty salary increases first exceed those in this agreement.

Brett Nair

[Brett Nair \(Feb 22, 2023 15:21 PST\)](#)

Brett Nair

CCCAF Bargaining Team, Co-chair

Maria Sorrentino

Maria Julia Sorrentino

CCCAF Bargaining Team, Co-chair

Amy Brandenburg

[Amy Brandenburg \(Mar 3, 2023 09:37 PST\)](#)

Amy Brandenburg

CCCAF Bargaining Team

Susan Caisse

[Susan Caisse \(Mar 3, 2023 12:15 PST\)](#)

Susan Caisse

CCCAF Bargaining Team

Catherine Weesner

[Catherine Weesner \(Mar 3, 2023 12:23 PST\)](#)

Catherine Weesner

CCCAF Bargaining Team

Mary Jean Harris Williams

Mary Jean Williams

CCCAF Bargaining Team

Christopher Zimmerly-Beck

[Christopher Zimmerly-Beck \(Mar 2, 2023 09:59 PST\)](#)

Christopher Zimmerly-Beck

CCCAF Bargaining Team

Irene Konev

[Irene Konev \(Mar 13, 2023 08:38 PDT\)](#)

Irene Konev

CCC Board of Education, Chairperson

David C. Plotkin

[David C. Plotkin \(Mar 13, 2023 08:41 PDT\)](#)

David Plotkin

Administration Bargaining Team, Chair

X

[Katrina Boone \(Mar 13, 2023 11:42 PDT\)](#)

Katrina Boone

Administration Bargaining Team

Carrie Kraten

Carrie Kraten

Administration Bargaining Team

Melissa Richardson

[Melissa Richardson \(Mar 17, 2023 11:39 PDT\)](#)

Melissa Richardson

Administration Bargaining Team

APPENDIX A

ASSOCIATE AND PART-TIME FACULTY ASSOCIATION SALARY SCHEDULE

SALARY SCHEDULE for the period July 1, 2022 - June 30, 2023

Level	1	2	3	4	5
Group 1:					
Lecture courses (per credit)	\$ 782.96	\$ 835.81	\$ 893.44	\$ 954.59	\$ 1,054.43
Per hour calculation	\$ 71.18	\$ 75.98	\$ 81.22	\$ 86.78	\$ 95.86
Group 2:					
Lecture/lab courses (per credit)	\$ 653.77	\$ 697.90	\$ 746.03	\$ 797.08	\$ 880.45
Per hour calculation	\$ 59.43	\$ 63.45	\$ 67.82	\$ 72.46	\$ 80.04
Group 3:					
Lab courses (per credit)	\$ 653.77	\$ 697.90	\$ 746.03	\$ 797.08	\$ 880.45
Per hour calculation	\$ 59.43	\$ 63.45	\$ 67.82	\$ 72.46	\$ 80.04
Group 4:					
Clinical Supervision, Counselors, Librarians	\$ 35.57	\$ 38.00	\$ 40.60	\$ 43.42	\$ 47.93
Group OP:	\$ 35.59	\$ 37.99	\$ 40.61	\$ 43.39	\$ 47.93

Group 5:	
Student Activities Schedule	
Scale A Head Coaches: Baseball, Softball, Soccer, Volleyball, Wrestling, Mens' & Womens' Basketball and Track Directors: Drama, Jazz Ensemble, Forensics	\$12,202.63
Scale B Director: Swing Choir	\$9,755.53
Scale C Head Coach: Cross Country Intramurals-Asst. Coaches: Baseball, Softball, Soccer, Volleyball, Wrestling, Mens' & Womens' Basketball and Track	\$7,317.09
Scale D Director: Pep Band	\$6,101.30

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