

The Collective Bargaining Agreement

Between

Central Oregon Community College

Board of Directors

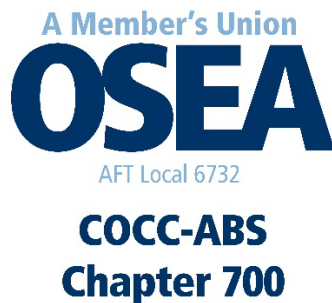
and

The Central Oregon Community College

Adult Basic Skills Instructors/

Oregon School Employees Association

Chapter 700



Effective July 1, 2025, through June 30, 2028

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PREAMBLE

1. This agreement is made and entered into between the Oregon School Employees Association (OSEA) Chapter 700 and Central Oregon Community College (COCC).
2. The agreement expressed herein in writing constitutes the entire Agreement between the parties. It is understood that the specific provisions of this Agreement shall be the sole source of rights of the Union and the rights of any employee covered by this Agreement and shall supersede all previous oral and written agreements between the College and the employees.

ARTICLE 1: RECOGNITION

The Board of Directors of Central Oregon Community College, Bend, Oregon (hereinafter referred to as "the College") recognizes the Oregon School Employees Association, Chapter 700 (hereinafter referred to as "the Union") as the sole and exclusive representative for the following bargaining unit:

All employees of Central Oregon Community College performing the work of Adult Basic Skills (ABS) Instructor excluding all instructional lab assistants, supervisory, confidential, temporary (with no expectation of continued employment) and substitute employees. Temporary employees hired term by term for more than three consecutive terms will become members of the unit with the fourth consecutive term appointment. It is understood that this unit description includes both full- and part-time employees.

ARTICLE 2: NON-DISCRIMINATION

Central Oregon Community College and the Union agree that there will be no discrimination or harassment on the basis of age, disability, sex, national origin, ethnicity, marital status, national origin, color, race, religion, sexual orientation, gender identity, genetic information, citizenship status, veteran status, or any other classes protected under Federal and State statutes in any educational programs, classes, activities or employment.

ARTICLE 3: MANAGEMENT RIGHTS

1. In order to operate its business, the College, in its sole discretion, retains and shall have the following exclusive rights: to determine the number, location and type of facilities; to determine the type and/or quality of services rendered; to determine the methods techniques and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, layoff, transfer and recall the workforce; to assign work and change, combine, create or abolish job classifications and job content; to establish and make known reasonable work rules and safety rules for all employees; to contract; and to determine the number of employees, including the number of employees assigned to any particular operation or shift; in accordance with this agreement and applicable law.
2. Any of the rights, powers, authority and functions the College had prior to the negotiation of this Agreement are retained by the College and the expressed provisions of this Agreement constitute the only limitations on the College's right to manage its business. The College not exercising rights, powers, authority and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or its right to exercise them in some other way not in conflict with a specific provision of this Agreement.
3. All other traditional rights of management are also expressly reserved to the College. The express provisions of this Agreement constitute the only limitations upon the College's right to manage its business as set forth in the preamble.

ARTICLE 4: UNION RIGHTS

1. **Union Officers.** The Chapter President of the Union (or designee) shall designate the names and offices of each officer of the local Union and any other members of the unit with specialized assignments involving interaction with the College to the President of the College (or designee) within five (5) days following the election or appointment. The College may refuse to recognize the authority and prerogatives of any such officer until they have been designated.
2. **OSEA Designated Representatives.**
 - a. The Union may be assisted by Union designated officers, agents or other representatives of the Union (or its subdivisions) with which it is affiliated. The Union President (or designee) shall provide the name, office and business address of such representatives to the College President or designee.
 - b. OSEA representatives designated by the Union shall be accorded reasonable access to the College premises for the purpose of Union business pursuant to ORS 243.804.
3. **Meetings.** Bargaining Unit members will not attend Union meetings during work time. In addition, the Union President (or designee) will also be granted time off to participate in college-wide committees required by their Union position and approved by the College President (or designee).
4. **OSEA Time Release.** The Association President or their designee will be granted up to twenty-four (24) hours of release time for Association related business and training activities during the fiscal year. OSEA time release must receive prior approval at least two (2) weeks in advance from the appropriate Director. As requested by the College, the Association will reimburse the College for all expenses of the employee, including full benefit costs.
5. **Facilities.** The Union will be allowed the use of the facilities of the College during normal operating hours for meetings through standard scheduling procedures. The Union shall pay for extraordinary costs incidental to the use thereof and for any repairs necessary as a result of such use. Such charges shall be determined in a manner consistent with charges levied against non-College groups.
6. **Equipment.** The Union shall have the right to use College office, copying, internet, video/internet conferencing and audio-visual equipment at reasonable times when equipment is not otherwise in use. The Union shall also have reasonable access to existing telephone service. The Union shall notify

appropriate College personnel as to when supplies and services are being used for Union business and shall reimburse the College for such supplies and services at rates customarily charged by the College. Supplies and services requiring reimbursement shall include, but are not limited to, photocopying, telephone toll costs, centralized services use, etc. The Union will notify the College in advance when supplies or services should be charged to the Union or the College may discontinue the service.

7. **Bulletin Boards.** The College agrees to designate bulletin board space throughout the campus for use by the Union to communicate with employees in the unit, provided that all materials are identified as Union materials. The College shall have the right to restrict Union use of bulletin board space if the effect of such use is defaming to any individual or contrary to law.
8. The Union Chapter President may submit items for a Board meeting agenda provided that a written request, along with any background materials, is filed with the College President in accordance with current Board deadlines.

9. Designated Representation Time.

Designated representatives and the OSEA Field Representative, shall be allowed reasonable time to engage in activities during work hours and at the College's facilities. Designated representatives shall suffer no loss of compensation or benefits to perform representation activities:

- a. Investigate and process grievances and other workplace-related complaints;
- b. Attend investigatory meetings, hearings, and other due process proceedings;
- c. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
- d. Engage in collective bargaining;
- e. Attend labor-management meetings, safety committee meetings and any other meetings between representative of the College and OSEA to discuss employment relations;
- f. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, during new employee orientation at individual/group meetings that may take place during work hours, without loss of compensation or benefits to the newly hired employee(s).

- g. Testify in a legal proceeding in which the designated union representative has been subpoenaed as a witness.
- h. Designated representatives shall provide their immediate supervisor with notice of the need to perform the activities listed above at least forty-eight (48) hours prior to the time the activities will be performed.

10. Labor/Management Meetings.

During the term of this Agreement, the College or its designee will, upon request meet monthly during the academic year with the Association President and other OSEA representatives, to review and discuss ongoing issues, concerns, practices and the administration of the Agreement between the Board and the Association.

11. Bargaining Unit Member Notifications.

By the tenth (10th) day after a new employee begins employment and every one hundred twenty (120) days, the College shall provide the OSEA Chapter President, the OSEA Field Representative, and the OSEA Director of Fiscal Operations at classified@osea.org the following information: bargaining unit member name, date of hire, position title, worksite location, annual salary, work phone number, personal phone number, personal address, and work and personal emails. Information shall be provided in an editable digital file format (Excel preferred).

ARTICLE 5: DUES DEDUCTION

1. **Dues Deduction.** The Union shall notify the College of bargaining unit members who have elected to have dues deducted from their paychecks. The Union shall also notify the College when a bargaining unit member should no longer have dues deducted. The College shall enact dues deduction changes on the pay period following notification from the Union. The Union shall maintain the records of employee dues deduction authorizations, which shall continue in effect from year to year, unless revoked in writing to the Union and the College's Payroll office.
2. Such uniform amounts as the Union treasurer certifies to the College as the monthly Union membership dues approved by the members of the Union shall remain as the amount to be deducted hereunder. The College shall promptly remit to the Union all deducted Union membership dues amounts.
3. The Union agrees to indemnify, defend and hold the College harmless against any claims made or any suit instituted against the College because of any payroll deduction authorized under this Article.

ARTICLE 6: RIGHT TO CONTRACT

The College may contract out bargaining unit work when there is a business necessity, and only for the duration of that necessity. A business necessity exists when there is a need for labor that cannot be filled by a bargaining unit Instructor. Subcontracting is not intended to displace ABS Instructors or eliminate positions, but rather to meet limited duration operational and business needs in a timely way. The College will notify the Union before any formal action (i.e., requests for information or requests for proposals) related to contracting out bargaining unit work is initiated. Prior to implementing the subcontract, the College agrees to meet with Union representatives for the purpose of negotiating the impact of the subcontracting decision on bargaining unit personnel in accordance with the interim bargaining process as defined in ORS 243.698.

ARTICLE 7: GRIEVANCE PROCEDURE

1. **Purpose.** The purpose of this procedure is to provide an orderly process to secure, at the lowest possible level, solutions to grievances. All bargaining unit members must follow the procedure.
2. **Definitions.**
 - a. A "grievance" is defined as a written allegation by a bargaining unit member or by a group of bargaining unit members or the Union of a violation of a specific provision(s) of this agreement.
 - b. "Supervisor" is the person who has direct administrative or supervisory responsibilities over the aggrieved.
 - c. For the purposes of this grievance procedure only, the term "work day" or "working days" shall mean days when classes or examinations are scheduled in accordance with the official College calendar.
 - d. "Written Grievance" shall contain the following information (at a minimum):
 - i. Name and position of the grievant and date of filing.
 - ii. A reference to the specific provisions of the contract.
 - iii. A statement of the grievance and the alleged facts involved, including relevant dates.
 - iv. Decisions of supervisor and reasons therefore.
 - v. The remedy or action requested by the grievant.
 - vi. Signature of grievant and the Representative of the exclusive bargaining agent.
3. **Time Limits.**
 - a. These procedures should be processed as rapidly as possible, the number of days indicated for settlement or appeal at each level should be considered a maximum. The time limits can be extended by written mutual consent of the parties involved at any level of the proceedings.
 - b. Failure by the College at any step of this procedure to communicate the decision on a grievance in writing within the specified time limits shall permit the aggrieved to go on with procedures at the next step. Failure by the Union at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be acceptance of the decision at that step.

4. Miscellaneous.

- a. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for the resolution of grievance.
- b. Based on a mutual agreement between the Union and the College, a grievance settlement at any step prior to arbitration may be deemed as non-precedent setting and shall not be cited by either party or their agents or members in any arbitration or fact-finding proceedings now or in the future.
- c. Grievance meetings will be scheduled at a mutually agreeable time, during the scheduled work hours of the involved parties and witnesses. Meetings held during the scheduled work hours, shall be treated as scheduled working time. (ORS 24.798.1a, ORS 243.798.1g)
- d. Any or all time limits set herein may be waived in writing by mutual consent of the parties.
- e. If a grievant fails to process a grievance according to the time limits, the grievance shall be resolved for all purposes in accordance with the College's response at the preceding step.
- f. If the College fails to process a grievance according to the time limits, then the grievant may take the grievance up to the next step in accordance with the procedure specified herein.
- g. The names of any witnesses who will be used in an arbitration hearing must be made known to the other party at least five (5) working days prior to the hearing.
- h. Evidence not presented at Step Three of the Grievance Procedure (Article 7.5c) may not be presented at Step Four (Article 7.5d) unless prior notification is given to the other party at least five (5) working days before the scheduled hour and date of the arbitration hearing.
- i. A grievant may be represented at any step of this procedure by their option, by a representative of the union.
- j. The number of Union representatives participating in the processing of a grievance shall be limited to two (2) during the first three (3) steps of the grievance procedure.

- k. The Union shall have the right and duty to represent individual employees within the bargaining unit. Such representation shall be accorded any bargaining unit member, whether or not they are a Union member.

5. Procedures.

- a. **Step One – Supervisor:** Within ten (10) working days of an occurrence of a grievance, or knowledge of an occurrence of a grievance, the aggrieved employee shall notify their supervisor with the objective of resolving the matter informally. The Supervisor shall have ten (10) working days in which to respond to the grievance. The Supervisor shall be informed that the discussion is Step One of the grievance procedure.
- b. **Step Two - Dean/Vice President:** If the aggrieved person is not satisfied with the disposition of this grievance at Step One, they may file the grievance in writing with the Dean/Vice President within ten (10) working days after Step One procedures have been completed.
 - i. The written grievance shall specify the specific action or lack of action being grieved, the contract Article or Articles and Sections or paragraphs thereof alleged to have been violated, and the specific remedy sought.
 - ii. The Dean/Vice President shall arrange for a meeting with the parties involved in the grievance to take place within ten (10) working days of their receipt of the written appeal.
 - iii. Upon conclusion of the hearing, the Dean/Vice President will have ten (10) working days in which to provide their written decision to the parties.
- c. **Step Three - College President:** If the aggrieved person is not satisfied with the disposition of this grievance at Step Two, he/she may file the grievance in writing with the College President within ten (10) working days after Step Two procedures have been completed.
 - i. The written grievance shall specify the specific action or lack of action being grieved, the contract Article or Articles and Sections or paragraphs thereof alleged to have been violated, and the specific remedy sought.
 - ii. The College President shall arrange for a meeting with the parties involved in the grievance to take place within ten (10) working days of their receipt of the written appeal.

- iii. Upon conclusion of the hearing, the College President will have ten (10) working days in which to provide their written decision to the parties of interest.
- d. **Voluntary Mediation.** By mutual agreement, the parties may attempt to resolve the grievance through mediation. Selection of the mediator shall be by mutual agreement. Costs of the mediator shall be borne equally by the parties. Settlement offers made during the mediation process may not be used as evidence during the arbitration.
- e. **Step Four – Arbitration.**
 - i. If the grievance remains unresolved to the satisfaction of the Union after receipt of the President's written response at Step Three above, the Union may, within ten (10) working days of the President's response, or within ten (10) working days of the conclusion of mediation, submit a written notice requesting that the grievance be arbitrated.
 - ii. Upon written receipt of the notice from the Union, the Union Chapter President and the College President (or designee) shall jointly request a list of five (5) arbitrators supplied from the Employment Relations Board (ERB). The toss of a coin shall determine whether the College or the Union strikes the first name. The winner of the toss shall choose who strikes the first name, striking thereafter alternating between the parties. One day shall be allowed for the striking of each name; this striking process shall continue until only one name remains on the list; that person shall be the designated arbitrator.
 - iii. The arbitrator shall set a time and the place for a hearing of the grievance that is mutually satisfactory to the College and the Union. The arbitration hearing shall be conducted according to the procedures of the ERB. The arbitrator shall hold a hearing on the grievance and shall hear all evidence that either party wishes to present that is consistent with the terms of this agreement.
 - iv. The arbitrator shall render a written decision to the parties within thirty (30) calendar days of the hearing. The decision of the arbitrator shall be within the scope of their authority as provided below in (v) and elsewhere in this agreement, and shall be binding upon all parties. The arbitrator shall not add to, subtract from, or modify the terms of this agreement. They shall confine his/her decision solely to the application or interpretation of this agreement and to whether or not it has been violated as alleged in the written grievance.

- v. All costs and expenses (other than the arbitrator's fee and expenses), including but not limited to providing witnesses and evidence, shall be borne by the party incurring the costs, requiring such witnesses, or producing such evidence. The fees and other expenses of the arbitrator shall be shared equally by the College and the Union.

ARTICLE 8: PERSONNEL RECORDS

1. The personnel records of all employees are considered confidential and shall be maintained in the College's Human Resource Office. Such personnel records shall not contain any information of a significant nature that does not bear either the signature of the employee or a note indicating that the employee has been shown the material and has refused to sign it. The employee shall have the right to place a written statement of explanation or rebuttal in their personnel record for any significant information placed in the record by the College, e.g., employee evaluations, disciplinary actions, student evaluations, etc.
2. Pre-employment information, e.g., reference checks and responses, or information provided to the employer with the specific request that it remain confidential, shall not be subject to inspection or copying.
3. An employee may include in their personnel file a reasonable amount of relevant material, as determined by the Director of Human Resources, such as letters of commendation, licenses, certificates, college course credits, and other documents that relate to their employment.
4. At any time, an employee shall have the right to indicate those materials at least five (5) years old in their own personnel file that they believe to be obsolete, excluding performance evaluation. Such identified materials may be removed from the personnel file upon mutual agreement of the employee and the President of the College (or designee).
5. With a notice of at least two (2) working days, an employee shall have access to review their personnel file at the office of Human Resources during regular office hours.

ARTICLE 9: EMPLOYEE PROBATION

1. Employees covered by this agreement have the following probationary requirements:
 - a. Instructors shall be in probationary status until completion of three (3) consecutive academic terms of employment. Evaluations of instructors in probationary status will be completed by the end of the second term to allow for implementation of a plan for improvement when deemed appropriate by the appropriate Director.
 - b. Terminations during the probationary period, with or without a plan for improvement, shall not be subject to the just cause provisions of this contract and the grievance procedure.
 - c. Excludes work performed during summer assignments, except Deer Ridge employees.

ARTICLE 10: EMPLOYEE EVALUATION

1. Employee performance shall be formally reviewed and evaluated once during the probationary period. Following the successful completion of the probationary period, employees shall be evaluated as outlined in the COCC general policies and procedures manual. Evaluations may be postponed upon mutual agreement between the Association and the College.
2. Employees shall be provided with appropriate feedback of all evaluations in a timely manner, no later than four (4) weeks after the evaluation, for review and response before placement into the personnel file and shall have the right to place a written statement of explanation or rebuttal in their personnel record as referenced in Article 8.

ARTICLE 11: EMPLOYEE DISCIPLINE

1. Bargaining unit members shall not be disciplined except for just cause. The principles of progressive discipline will be used when appropriate. Discipline shall include, but not be limited to written reprimands, denial of an annual pay increase, reduction in pay, demotion, suspension with or without pay, and dismissal.
2. Disciplinary actions will be initiated no later than sixty (60) days from the date that the appropriate College personnel are notified of the information requiring disciplinary action and afforded due process. The sixty (60) days shall be extended on an "as needed" basis upon notice by the College to the union of an ongoing investigation that may result in disciplinary action.
3. A claim of alleged unjust dismissal will be submitted as a grievance within ten (10) working days after the dismissal. Grievances concerning dismissal will begin at Step Two (2) of the grievance procedures as outlined in Article 7.5.b.
4. ABS-Faculty working at Deer Ridge Correctional Institute (DRCI) must comply with DRCI/DOC policies, regulations and contracts with COCC. Violations of the aforementioned rules may constitute cause for discipline and/or termination not subject to the grievance process outlined in this agreement. The College shall afford employees due process; however, the parties acknowledge DRCI is not a party to this agreement.

ARTICLE 12: LEAVES

1. For the purposes of Bereavement Leave and Sick Leave, family member means
 - a. A spouse or domestic partner;
 - b. A child or the child's spouse or domestic partner;
 - c. A parent or the parent's spouse or domestic partner;
 - d. A sibling or stepsibling or the sibling's or stepsibling's spouse or domestic partner;
 - e. A grandparent or the grandparent's spouse or domestic partner;
 - f. A grandchild or the grandchild's spouse or domestic partner;
 - g. Any individual related by blood or affinity whose close association with an employee is the equivalent of a family relationship.
2. Sick Leave. Sick leave is defined as absence due to illness or injury of the employee or their qualifying family member under the meaning of family member, except for letter g above, which is defined under COCC sick leave.
 - a. Full time, one hundred seventy-nine (179)-day contract employees, shall accrue an annual amount of eighty (80) hours of sick leave at the start of each academic year (prorated for instructors who start mid-year).
 - b. Part-time employees at one-half (0.5) FTE and above shall accrue sick leave on a pro-rated basis at the start of each contract year, in accordance with the following schedule:
 - i. Employees with an assigned FTE of one-half (0.5) to zero point seven four (0.74) will accrue forty (40) hours [or one-half (0.5) of eighty (80) hours] of sick leave at the start of each contract year (prorated for instructors who start mid-year).
 - ii. Employees with an assigned FTE of zero point seven five (0.75) to zero point nine nine (0.99) will accrue sixty (60) hours [or zero point seven five (0.75) of eighty (80) hours] of sick leave at the start of each contract year (prorated for instructors who start mid-year).
 - c. DRCI full-time, twelve (12)-month, contract employees [Number of contract days varies between two hundred twenty-eight (228) – two hundred thirty (230), depending upon DOC contract with DRCI]. Full-time, twelve (12)-month-contract employees, shall accrue an annual amount of ninety-six (96)

- hours of sick leave at the start of each academic year (prorated for instructors who start mid-year).
- d. DRCI part-time twelve (12)-month contract employees [Number of contract days varies between twenty-eight (228) – two hundred thirty (230), depending upon DOC contract with DRCI]. Part-time employees at one-half (0.5) FTE and above shall accrue sick leave on a pro-rated basis in accordance with the following schedule:
 - i. Employees with an assigned FTE of one-half (0.5) to zero point seven four (0.74) will accrue forty-eight (48) hours (or one-half (0.5) of ninety-six (96) hours) of sick leave at the start of each contract year (prorated for instructors who start mid-year).
 - ii. Employees with an assigned FTE of zero point seven five (0.75) to zero point nine nine (0.99) will accrue seventy-two (72) hours [or zero point seven five (0.75) of ninety-six (96) hours] of sick leave at the start of each contract year (prorated for instructors who start mid-year).
 - e. **Use of Sick Leave.** Sick leave is charged relative to the actual contracted hours the employee is absent from instruction, staff meetings or in-services during the employee's respective academic year. When sick leave is used during a time the employee is assigned to attend professional development activities that require a substitute, sick leave will be charged relative to actual contracted instructional hours missed. Department support will be available when needed to find a substitute for an absence.
3. **Unused Sick Leave.** Unused sick leave shall continue to accrue without limit. Pursuant to appropriate Oregon Revised Statutes, the College has requested that members of the bargaining unit be compensated for accumulated unused sick leave with pay in the form of increased retirement benefits upon service or disability retirement, as per current state statutes.
4. **FMLA/OFLA.** The parties acknowledge applicability of the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) to employees represented by the Union. The parties further agree to the following provision in the administration of the FMLA/OFLA:
- a. Employees must use sick leave under the collective bargaining agreement concurrent with the FMLA/OFLA.
 - b. The FMLA/OFLA/Paid Leave Oregon (PLO) "leave year" is considered to be a fifty-two (52) week, rolling forward period measured from the start of each qualifying event.

5. **Paid Leave Oregon.** Paid Leave Oregon (PLO) program provides employees with up to twelve (12) weeks of leave per year with partial wage replacement funded through payroll contributions. The employer will follow PLO regulations with the following modifications/clarifications
 - a. Employees may choose to supplement the PLO weekly benefit amount by using their accrued sick leave up to one hundred percent (100%) of their wages. For example, if the employee's PLO weekly benefit amount is eighty percent (80%) of their weekly wage, they may use their accrued sick leave up to the equivalent of their full weekly wage.
6. **Emergency/Personal Leave.** A bargaining unit member shall have available two (2) days of non-accumulative emergency/personal leave per year that shall be charged against sick leave. Personal leave must be requested in advance. Prior notification of and approval by the appropriate Director are required. Personal leave cannot be taken during the first week of the contract, or the first week of any term.
7. **Bereavement.** A bargaining unit member may have an absence up to two (2) weeks, in accordance with OFLA, due to the death of a family member of the employee as defined in Section 1 of this article.
 - a. Bargaining unit members shall have available up to five (5) paid days in a leave year (fiscal) per incident of death of a family member.
 - b. Bargaining unit members may use accrued sick leave for an OFLA Bereavement Leave or family member as defined in Section, Bereavement, not to exceed two (2) weeks, or take Leave Without Pay (LWOP) if the balance of accrued sick leave is exhausted. This may be taken all at once or intermittently for related family needs over a sixty (60)-day period.
 - c. Sick leave shall also cover bereavement absences, not to exceed three (3) days per academic year, due to the death of an aunt, uncle, niece or nephew of an employee.
 - d. Union members can combine bereavement leave pay with emergency leave pay if it has not already been used as described above for a total of five (5) paid days.
 - e. In addition, the Human Resources Director in collaboration with the appropriate Director may grant extra leave, charged to sick leave, at their discretion for unusual or critical circumstances.
 - f. The Human Resources Director and the appropriate Director shall not be compelled to grant additional leave beyond that which is outlined above.

8. **Leave Without Pay (LWOP).** LWOP may be either long-term [in excess of five (5) working days in any one pay period], or short-term [five (5) working days or less in any one pay period]. Unpaid leaves of absence (both short term and long term) may be granted as follows: The instructor shall make the request in writing and submit it to the appropriate Director for review and approval routed for President's Advisory Team member approval. Unpaid leaves may be considered for reasons including, but not limited to medical, education, personal business, military or social volunteer services. Generally, such a request shall be considered for an absence not to extend beyond a nine (9) month period. If a leave of absence is denied, the employee shall be notified if the appropriate Director denies a leave of absence to an employee, the notification shall be in writing, giving the reasons why the requested leave would be detrimental to college operations.
9. **Leave of Absence without Permission.** Employees who are absent from their duties without notifying their immediate supervisor shall be considered absent without permission. Such absence without good cause shall be grounds for discipline. If an employee is away from work without permission, their pay will be deducted accordingly.

ARTICLE 13: WORK YEAR

1. Standard One Hundred and Seventy-Nine (179)-day Contract.

An academic work year is defined as one hundred and seventy-nine (179) days. The one hundred and seventy-nine (179)-day contract year will begin in September and end in June. Specific dates will be determined before the start of the academic year and aligned with the start dates of credit faculty.

A longer work year may be implemented in response to program needs, and pay will be prorated for the additional time [for example a one hundred ninety (190)-day work year would be $190/179 = 1.06$ work years and pay would be increased by a factor of zero point zero six (.06)].

The work year includes days for administration or preparation as well as instructional days plus the following college holidays:

- Veterans' Day,
- Thanksgiving [two (2) days]
- Martin Luther King's Birthday
- Memorial Day

If extra assignments outside the one hundred and seventy-nine (179)-day contract are required by the administration, employees shall be compensated at the applicable FTE and salary level. Bargaining unit employees assigned to a summer term appointment will be paid at the applicable FTE and salary level and will receive holiday pay for July 4.

2. Deer Ridge Correctional Institution (DRCI) – Two Hundred Twenty-Nine (229) day contract

An academic work year is defined as two hundred twenty-nine (229) days. The two hundred twenty-nine (229)-day contract will begin in July and end in June. Specific dates will be determined by DRCI management before the start of the academic year.

The work year includes days for administration or preparation as well as instructional days plus the following college holidays:

- Veterans' Day
- Thanksgiving (two [2] days)
- Martin Luther King's Birthday
- Memorial Day
- Juneteenth
- July 4

Friday prior to Labor Day

If extra assignments outside the two hundred twenty-nine (229)-day contract are required by the administration, employees shall be compensated at the applicable FTE and salary level.

ARTICLE 14: WORKLOAD MEASUREMENT STANDARDS

1. Full-time instructors [one (1.0) FTE] in the ABS Department work a minimum of forty (40) hours per week for each of three (3) academic terms. DRCI ABS Faculty work a minimum of forty (40) hours per week for four (4) academic terms and are required to be onsite for the entire work. Full-time instructors' work is based on eighteen (18) classroom hours a week.
2. Except for classroom hours, meetings, in-services, scheduled professional development, and assignments required by the administration during a teaching appointment, an employee's schedule is determined by the employee's professional judgment as needed to meet the requirements of the position and/or assignment.
3. Non-teaching activities may include, student support activities, program development, student orientation, student placement testing, curriculum development, student learning assessment, lesson plans, student/tutor recruitment, program promotion, tutor interviewing and management, classroom maintenance, and communication with COCC and HECC/CCWD staff.

The following chart further specifies workload measurement standards:

WORKLOAD MEASUREMENT 12-25 students per class			
Instructional	FTE	Instructional	FTE
18	1.00	9	0.50
17	0.94	8	0.44
16	0.89	7	0.39
15	0.83	6	0.33
14	0.78	5	0.28
13	0.72	4	0.22
12	0.67	3	0.17
11	0.61	2	0.11
10	0.56	1	0.06

ARTICLE 15: ASSIGNMENT OF ABS COURSES

1. The decision to assign, re-assign, and schedule ABS courses to Bargaining Unit Members shall be based on skill, ability, qualifications, recency of experience, training, length of service, and work record as determined by the College unless otherwise modified by the terms of this Agreement.
2. Length of service is defined as the number of years as an instructor within the ABS program to include time off through approved leaves, and lapses in employment of not more than two (2) years, excluding academic year breaks and termination or resignation from the College.

ARTICLE 16: PROCESS FOR NOTIFICATION OF AND REQUEST FOR ABS COURSES

1. On-Contract Time Periods [One Hundred and Seventy-Nine (179)-day bargaining unit members].

When ABS courses become available during on-contract time periods due to both anticipated and unanticipated circumstances (including temporary courses), The ABS Director will notify bargaining unit members of available course as soon as the need is identified and prior to any outside recruitment. The ABS Director will consider internal preferences submitted by current ABS instructors (see Course Preferences) and also pursue outside recruitment. Bargaining unit members who request these courses will be considered based on the criteria listed in Article 15: Assignment of ABS Courses. Bargaining unit members who meet the qualification criteria in Article 15 shall be given priority consideration for assignment over external candidates, unless specific instructional needs are documented. Bargaining unit members must respond within five (5) working days of notification to be considered.

2. Off-Contract Time Periods.

Course Availability and Notification.

- a. If courses become available during off-contract time periods, the ABS Director will notify bargaining unit members by current phone number on record and college email as soon as the opening is identified. The ABS Director will consider internal preferences submitted by current ABS instructors and also pursue outside recruitment. Bargaining unit members are encouraged to request assignment (see Course Preferences) of available courses and will be considered based on the criteria listed in Article 16. Bargaining unit members must respond within five (5) working days of notification to be considered.

3. For On- and Off- Contract Periods.

a. Course Preferences.

Submitting Preferences: Bargaining unit members may submit written internal preferences to teach specific ABS courses that differ from their current teaching assignments. These internal preferences should be submitted directly to the ABS Director and will remain on file for future consideration. Course preferences submitted by bargaining unit members

shall be considered and all preferences on file shall be reviewed before initiating external recruitment.

Priority Consideration: When course assignments become available, the ABS Director will give first consideration to bargaining unit members who have previously submitted relevant course preferences before pursuing other recruitment. ABS instructors may request available courses even if they have not identified that course in their preferences.

Updating Preferences: Members may update their course preferences at any time by submitting new preferences to the ABS Director. There is no limit on the number of different courses for which a member may express interest.

No Guarantee of Assignment: Submitting course preferences does not guarantee assignment to requested courses. All assignments remain subject to the qualification criteria outlined in Article 16 and the availability of courses.

b. Assignment Process.

Bargaining unit members who request the assignment of the course but were not assigned may request the reason for no-assignment be provided in writing. The assignment decision is made by the ABS Director and may be appealed to the Instructional Dean with oversight of ABS. However, the final assignment decision by the Instructional Dean is non-grievable. If no bargaining unit member requests to be assigned or is qualified per the criteria in Article 15, the ABS Director may hire a candidate from outside of the bargaining unit to be assigned the courses.

c. Assignment Authority.

College Management retains the right to assign available courses to the most qualified candidate inside or outside of the bargaining unit on a temporary basis for one term based on the need to assign courses in a timely manner.

d. Temporary Assignment Notification.

If courses are temporarily assigned to an outside instructor, bargaining unit members will be notified of available courses and may request assignment of those courses the next time the course is offered per the process outlined above in sections 16.1 and 16.2. Temporary assignment shall mean a one-time assignment not to exceed one academic term and shall not be renewable to the same outside candidate without first re-offering the position to qualified bargaining unit members per the procedures above.

ARTICLE 17: REDUCTION IN FORCE

1. It is the intention of the College, to the extent possible given confidentiality requirements, to conduct any reduction in force (RIF) activities in as open and transparent of manner as possible, all the while providing the opportunity for constructive input and suggestions. In the event of RIF, the College will send a written notification to the affected employee at least thirty (30) days prior to the RIF.
2. In the event of financial need and/or budget restrictions, program reductions, program changes, or program eliminations, the Director shall determine the number of positions to be affected. When funding to the program is diminished, the college will reduce instructor FTE based on the necessity to maintain college services in specific sites. Reduction in force will begin with those who have the least seniority, provided the senior employee possesses the minimum required qualification for the assignment. If the issue of qualifications and/or training becomes a concern for the instructor with the reduced FTE, the college will notify OSEA. OSEA will have ten working days to meet and discuss the issue with the Director. After considering input from OSEA, the decision by the Director on the assignment is not subject to the grievance procedure. The Director and the instructor will make every effort to maintain the instructor's FTE status without compromising the program's mission. The instructor subject to reduction may need to accept classes at other sites in order to maintain their current FTE.
3. At the end of such terms, the Director shall maintain a recall list for those instructors who have suffered reduction of FTE and work first to return those instructors whose assignments were changed and/or reduced to their original NOA assignment.
4. **Recall.** An employee who has been subject to layoff will remain on a recall list and be eligible for recall for twenty-seven (27) months. The re-establishment of positions will be at the discretion of the employer. Employees shall be recalled by order of seniority, position requirements and qualifications. The employer will make every effort to offer the same or similar position. The college shall first call the employee at the current phone number on record who was laid off to verify current address and then, provide a notice of recall by registered mail to the address of record maintained by the College and by return receipt email. It shall be the responsibility of the employee to notify the College of any change of addresses. Employees have seven (7) calendar days from receipt of registered mail notification to accept or reject a position. Employees who are recalled and reject the first offer of a position will be moved to the bottom of the recall list.

Employees who are recalled and reject a second offer of a position will be removed from the recall list.

5. If no bargaining unit members accept a recall position, the director may consider candidates outside the bargaining unit.
6. An employee returning from layoff shall be entitled to all previously accrued sick leave and seniority but shall receive no compensation or contractual benefits for the period of layoff.

ARTICLE 18: SALARIES

1. **Salary Schedule:** Effective July 1 of each of the following years of this contract, each step in the current salary schedule for ABS faculty will be adjusted as follows. Instructors with satisfactory evaluations will be eligible for the identified increase.
 - a. Year 1, 2025-2026: four point seven five percent (4.75%) increase and steps between cells remain the same
 - i. Retroactive to July 1, 2025
 - b. Year 2, 2026-2027: four point two five percent (4.25%) increase and steps between cells remain the same
 - c. Year 3, 2027-2028: four point two five percent (4.25%) increase and steps between cells remain the same
2. **Longevity:** When a member is already at the top step of the salary scale, the following will apply for salary increases:
 - a. Continue to use 18 steps
 - b. When the salary grades are adjusted by the applicable negotiated percentage, any member at Step 18 will receive that percentage (%) increase to Step 18 as a new salary rate, and
 - c. That member will not advance a step but will receive a lump sum payment at the beginning of their contract that is equivalent to the agreed-on percentage increase for that year in place of the step, in addition to the increase to base salary as stated in (b) above.

ARTICLE 19: PERS “PICK UP”

The College shall participate in the State of Oregon Public Employees Retirement System (PERS) and shall pay the employee's contribution for PERS eligible employees according to applicable State Law.

ARTICLE 20: INSURANCE

1. College and Employee Contribution. The College will contribute toward the cost of college-purchased health insurance (medical, prescription, dental, and vision only) for full-time employees at ninety percent (90%) of the cost of such insurance; the employee will pay ten percent (10%) of the health insurance.
 - a. If the Federal Government, the State of Oregon or any taxing authority taxes the cost of health insurance paid by the College, Article 21.1 of the CBA will be re-opened under ORS 243.698, the interim ninety (90)-day bargaining process.
2. **Part-Time Employees.** When benefits allowed under this article are prorated, they shall be prorated in accordance with the following schedule:
 - a. If the employee is assigned an FTE of one-half (0.5) but less than zero point seven five (0.75), benefits will be prorated at one-half (0.5) FTE tiered rates.
 - b. If the employee is assigned an FTE of zero point seven five (0.75) but less than one (1.0), benefits will be prorated at zero point seven five (0.75) FTE tiered rates.
3. **Long-Term Disability Insurance.** The College will pay the entire cost of long-term disability insurance premiums for full-time employees. Only full-time employees will be provided long-term disability insurance coverage.

ARTICLE 21: TUITION/PROFESSIONAL DEVELOPMENT

1. **Tuition.** A bargaining unit member who works at one-half (0.5) FTE or above or their spouse or dependent to the age of twenty five (25) shall be allowed to enroll as either a part-time or full-time student free of tuition cost but subject to the following limitations:
 - a. The College reserves the right to limit or bar Union members from free enrollment in specific classes when limited enrollment might create a hardship on regular college students.
 - b. Enrolling tuition-free in a course shall be permitted only when the number of tuition-paying students justifies the continuation of the class.
 - c. The employee pays whatever laboratory fee or other fees which are paid by tuition-paying students in the course.
 - d. The employee does not take a course(s) during their working hours unless arrangements are approved by the College to make up the time.
2. **Professional Improvement.** In an effort to support ABS Instructor's responsibility for professional improvement, the appropriate administrator or their designee will assist the instructor in identifying appropriate professional improvement activities. Eligible members shall request approval and funding in advance of the professional improvement activity. Professional improvement activities shall meet the below described criteria.

Professional improvement funds must be used for the following types of educational activities 1) Educational activities relating to ABS provided that they pertain to the position or is reasonably related to the work, or 2) Master's degree in their primary assignment area. Depending on the master's degree requirements, the College support may include release time.

Eligible use of professional improvement funds could include fees and/or tuition to professional improvement seminars, classes, workshops and conferences and any eligible travel costs associated with such educational opportunities according to College Policy. Funding decisions by the appropriate administrator or their designee are not subject to the grievance procedure.

The below pertains to available professional improvement funding:

- a. Each fiscal year this Agreement is in effect, the College will make available one thousand dollars (\$1,000) per full-time instructor and five hundred dollars (\$500) per part-time instructor toward an approved plan; and

- b. Reimbursement will be provided when evidence is presented of satisfactory progress is provided; and
 - c. Unused funds will carry over from year to year up to a maximum fund balance of twenty thousand dollars (\$20,000). If funds are available, full-time instructors may be reimbursed up to two thousand dollars (\$2,000) per year and part-time instructors up to one thousand dollars (\$1,000) per year.
3. **Professional Development.** The ABS Professional Development Plan is based on federal grant money that is awarded to the ABS program each year for program improvement. The Professional Development Plan described in this section is contingent on continued receipt of this funding.
- a. Funds will be used to provide an opportunity for instructors to attend on-campus and off-campus workshops, conferences and other short-term training programs.
 - b. Instructors requesting to attend workshops must submit a proposal to the appropriate administrator or their designee stating the rationale for attendance and how it relates to ABS/CP program goals and teaching standards.
 - c. Funds from this account may also be used by the College for planning and expediting in-service workshops designed for Union members.
 - d. Plan funds shall be under the direction of the appropriate administrator or their designee. The amount and all other factors related to this development fund are not subject to the grievance procedure.
 - e. Local ABS professional development activities will be no more than thirty-six (36) hours per year to include work sessions and staff meetings. State-sponsored and out-of-area professional development training will be scheduled during a teaching appointment as necessary for program improvement and instructor development.

ARTICLE 22: NO STRIKE/NO LOCKOUT

1. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown in any operation of the College or any curtailment of work or restriction of services, production or interference with the operations of the College or any picketing during the term of this Agreement. In the event of a work stoppage, other curtailment of production or picketing, the College shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or any other labor organization when called upon to cross such picket line in the line of duty.
2. In the event of a work stoppage, picketing or other curtailment, the involved employees may be disciplined up to and including discharge.
3. The College shall have the right to discipline, up to and including discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.
4. The College will not lockout any employees during the term of this Agreement.

ARTICLE 23: SAVINGS

Except as otherwise provided for in this agreement, should any article, section or clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law or administrative rules, but the remaining articles, clauses and sections shall remain in full force and effect for the duration of this agreement. The parties shall, upon written request of either party, meet to renegotiate a substitute for the removed article, section or clause. Failure to agree on substitute provisions shall not be subject to the grievance procedure of this agreement.

ARTICLE 24: DURATION

Effective Dates: This Agreement shall be effective as provided herein and remain in full force and effect from July 1, 2025, until June 30, 2028, when it shall cease and expire on that date. However, if the College and the Union are engaged in collective bargaining on July 1, 2028, for a successor agreement, then the parties agree that the benefits in this Agreement in effect on June 30, 2028, shall be maintained by the College until a successor Agreement is executed or until the Union has exercised its rights and obligations under ORS 243.726, inclusive.

Signatures

FOR THE UNION

FOR THE COLLEGE

Chapter 700

Oregon School Employees Association

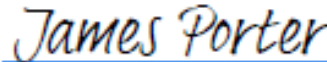
COCC Board of Directors



John Detweiler

Date 07/23/2026

Chapter 700 President



James Porter (Jul 29, 2026 05:29:58 PDT)

Jim Porter

Date 07/29/2026



Brian Hanson

Date 7/23/2026

OSEA Field Representative

APPENDIX A: ABS SALARY SCHEDULE — FISCAL YEAR 2025-26

2025-2026 179-Day Salary Schedule (4.75% added to each cell)					2025-2026 229-Day Salary Schedule (4.75% added to each cell)				
Step	A	B	C	D	Step	A	B	C	D
	BA/BS	BA/BS+24 <i>graduate credits in primary assignment</i>	MA/MS+24 <i>any area + 24 graduate credits in primary assignment</i>	MA/MS (ABE) <i>in ABE, Education, Math, English, TESOL</i>		BA/BS	BA/BS+24 <i>graduate credits in primary assignment</i>	MA/MS+24 <i>any area + 24 graduate credits in primary assignment</i>	MA/MS (ABE) <i>in ABE, Education, Math, English, TESOL</i>
1	56,219	57,287	58,353	59,422	1	74,959	76,382	77,804	79,229
2	57,309	58,376	59,442	60,511	2	76,411	77,834	79,257	80,682
3	58,398	59,467	60,534	61,600	3	77,864	79,288	80,711	82,134
4	59,488	60,556	61,624	62,690	4	79,317	80,741	82,166	83,586
5	60,578	61,645	62,714	63,781	5	80,771	82,193	83,618	85,041
6	61,668	62,735	63,803	64,872	6	82,226	83,646	85,071	86,495
7	62,758	63,826	64,893	65,961	7	83,677	85,102	86,524	87,948
8	63,847	64,916	65,982	67,050	8	85,130	86,555	87,976	89,400
9	64,938	66,005	67,074	68,140	9	86,583	88,008	89,432	90,853
10	66,028	67,094	68,163	69,230	10	88,037	89,460	90,884	92,308
11	67,119	68,185	69,252	70,321	11	89,491	90,913	92,337	93,762
12	68,208	69,275	70,342	71,410	12	90,944	92,366	93,790	95,215
13	69,297	70,366	71,433	72,500	13	92,397	93,821	95,244	96,666
14	70,388	71,455	72,523	73,591	14	93,851	95,273	96,697	98,121
15	71,477	72,545	73,613	74,680	15	95,304	96,726	98,151	99,573
16	72,567	73,635	74,702	75,770	16	96,757	98,181	99,604	101,026
17	73,658	74,724	75,793	76,859	17	98,210	99,633	101,058	102,479
18	74,748	75,814	76,882	77,950	18	99,663	101,086	102,510	103,933

APPENDIX B: ABS SALARY SCHEDULE — FISCAL YEAR 2026-27

2026-2027 179-Day Salary Schedule (4.25% added to each cell)					2026-2027 229-Day Salary Schedule (4.25% added to each cell)				
Step	A	B	C	D	Step	A	B	C	D
	BA/BS	BA/BS+24 <i>graduate credits in primary assignment</i>	MA/MS+24 <i>any area + 24 graduate credits in primary assignment</i>	MA/MS (ABE) <i>in ABE, Education, Math, English, TESOL</i>		BA/BS	BA/BS+24 <i>graduate credits in primary assignment</i>	MA/MS+24 <i>any area + 24 graduate credits in primary assignment</i>	MA/MS (ABE) <i>in ABE, Education, Math, English, TESOL</i>
1	58,609	59,721	60,833	61,947	1	78,145	79,628	81,111	82,596
2	59,744	60,857	61,969	63,083	2	79,658	81,142	82,625	84,111
3	60,880	61,994	63,107	64,218	3	81,173	82,658	84,141	85,625
4	62,016	63,130	64,243	65,354	4	82,688	84,173	85,658	87,139
5	63,153	64,265	65,379	66,492	5	84,203	85,686	87,171	88,656
6	64,289	65,401	66,515	67,629	6	85,021	87,201	88,686	90,171
7	65,425	66,539	67,651	68,764	7	87,234	88,719	90,201	91,686
8	66,561	67,675	68,786	69,900	8	88,748	90,234	91,715	93,199
9	67,698	68,810	69,924	71,036	9	90,263	91,748	93,233	94,714
10	68,834	69,946	71,060	72,173	10	91,779	93,262	94,747	96,231
11	69,971	71,083	72,196	73,309	11	93,294	94,776	96,261	97,747
12	71,107	72,220	73,331	74,445	12	94,809	96,292	97,776	99,261
13	72,243	73,356	74,469	75,581	13	96,324	97,809	99,292	100,775
14	73,379	74,492	75,605	76,719	14	97,839	99,322	100,806	102,292
15	74,515	75,628	76,742	77,854	15	99,354	100,837	102,322	103,805
16	75,651	76,765	77,877	78,990	16	100,869	102,354	103,837	105,320
17	76,789	77,900	79,014	80,126	17	102,384	103,867	105,353	106,834
18	77,924	79,036	80,150	81,263	18	103,899	105,382	106,867	108,350

APPENDIX C: ABS SALARY SCHEDULE — FISCAL YEAR 2027-28

2027-2028 179-Day Salary Schedule (4.25% added to each cell)					2027-2028 229-Day Salary Schedule (4.25% added to each cell)				
Step	A	B	C	D	Step	A	B	C	D
	BA/BS	BA/BS+24 <i>graduate credits in primary assignment</i>	MA/MS+24 <i>any area + 24 graduate credits in primary assignment</i>	MA/MS (ABE) <i>in ABE, Education, Math, English, TESOL</i>		BA/BS	BA/BS+24 <i>graduate credits in primary assignment</i>	MA/MS+24 <i>any area + 24 graduate credits in primary assignment</i>	MA/MS (ABE) <i>in ABE, Education, Math, English, TESOL</i>
1	61,100	62,260	63,418	64,580	1	81,466	83,012	84,558	86,106
2	62,283	63,444	64,602	65,764	2	83,044	84,591	86,137	87,685
3	63,467	64,629	65,789	66,948	3	84,623	86,171	87,717	89,264
4	64,651	65,813	66,974	68,132	4	86,202	87,750	89,298	90,842
5	65,837	66,997	68,158	69,318	5	87,782	89,328	90,876	92,423
6	67,022	68,181	69,342	70,503	6	89,363	90,907	92,455	94,004
7	68,206	69,367	70,526	71,687	7	90,941	92,489	94,034	95,583
8	69,390	70,551	71,710	72,871	8	92,520	94,068	95,613	97,160
9	70,575	71,735	72,896	74,055	9	94,099	95,647	97,196	98,739
10	71,760	72,919	74,080	75,240	10	95,679	97,225	98,774	100,321
11	72,945	74,104	75,264	76,425	11	97,259	98,804	100,353	101,901
12	74,129	75,289	76,448	77,609	12	98,838	100,384	101,932	103,480
13	75,313	76,474	77,634	78,793	13	100,417	101,966	103,512	105,058
14	76,498	77,658	78,818	79,979	14	101,998	103,544	105,091	106,639
15	77,682	78,842	80,003	81,163	15	103,577	105,123	106,671	108,217
16	78,866	80,027	81,187	82,347	16	105,156	106,704	108,250	109,796
17	80,052	81,211	82,372	83,531	17	106,736	108,282	109,830	111,375
18	81,236	82,395	83,556	84,716	18	108,315	109,861	111,409	112,955