

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, 2021, through June 30, 2024
With limited re-openers for Article 19, Salaries, and Article 21, Insurance
for 2023-24 Fiscal Year

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PREAMBLE

1. This agreement is made and entered into between the Oregon School Employees Union, Chapter 700, and Central Oregon Community College.
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 Union, Chapter No. 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 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.
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 President of the Union (or designee) shall certify 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 he/she is so certified.
2. **OSEA Representatives.**
 - a. The Union may be assisted by Union certified officers, agents or other representatives of the Union (or its subdivisions) with which it is affiliated. The

Union President (or designee) shall certify the name, office and business address of such representatives to the College President or designee.

- b. OSEA Representatives accredited 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 his/her Union position and approved by the College President (or designee).
4. **OSEA Time Release.** The Association President or his/her designee will be granted up to 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 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 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 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. The College agrees to provide the Union with phone numbers and email addresses to communicate with new and current employees in the unit pursuant to ORS 243.804. Upon reasonable notice to the College, Union representatives may meet with new bargaining unit hires for up to thirty minutes during working hours.

ARTICLE 5: DUES DEDUCTION/FAIR SHARE

1. **Dues Deduction.** The College agrees to deduct from the monthly wages of each employee payment of dues to the Union. Authorization shall be in writing by each bargaining unit member on the form provided by the Union. Such authorization shall continue in effect from year to year, unless revoked in writing by the employee.
 - a. In the event of an increase in dues by the Union, the College agrees to make the necessary adjustment from the monthly wages of each employee. A certified copy of the resolution adopted by the bargaining unit authorizing the dues increase must be presented to the President or his/her designee prior to the adjustment of the payroll deduction.
 - b. A list of employees having Union dues deducted shall be sent to the office of the Union, together with the remittance due to the Union, within ten working days after the monthly salary checks have been received by the employees of the College.
2. **Fair Share.** In consideration of the services rendered by the Union on behalf of all employees, employees shall be required to pay to the Union either:
 - a. Regular monthly Union dues in the case of employees who are members of the Union, or
 - b. An amount of money equivalent to regular monthly Union dues in the case of employees who are not members of the Union for negotiating and administering the contract.
 - c. Notwithstanding subparagraphs 2.a. and 2.b, any employee who objects to

making payments to the Union based upon bona fide ethical standards, religious tenets or teachings of a church or religious body of which the employee is a member, shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a nonreligious charity college scholarship fund, non-profit foundation or to another charitable organization. The employee will be required to provide a written statement to the College and the Union stating his/her objections. The employee will meet with the Union President and the College's Chief Financial Officer (or designee) to establish an arrangement for distribution of said money.

3. The Union and members of the bargaining unit agree to indemnify, defend and hold the College harmless against any and all claims made or suits instituted against the College as a result of any deductions made for the Union in compliance with the provisions of this article.

ARTICLE 6: RIGHT TO CONTRACT

The College reserves the exclusive right to contract out any or all of its ABS instructional operations. 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 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. All investigations, meetings, and hearings used in the processing of a grievance shall normally occur (1) after the regular work day or (2) at other times which do not interfere with the assigned duties of bargaining unit members or of those members of the College administration who are involved. The Union and the College may mutually agree, however, to hold meetings at any time. If such meetings occur during the scheduled work hours of a grievant or of the Union Representative or of

bargaining unit members who may be called upon to give testimony in an arbitration hearing, the meeting time shall be treated as scheduled working time.

- 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 him/herself, or at his/her 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 he/she is 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 his/her 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, he/she 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 his/her 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 his/her 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 his/her receipt of the written appeal.
 - iii. Upon conclusion of the hearing, the College President will have ten (10) working days in which to provide his/her 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 President and the College President (or designee) shall jointly request a list of five (5) supplied from the American Arbitration Union. 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 Voluntary Arbitration rules of the American

Arbitration Union.

- iv. 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. 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 his/her authority as provided below in (v) and elsewhere in this agreement, and shall be binding upon all parties.
- v. The arbitrator shall not add to, subtract from, or modify the terms of this agreement. He/she 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.
- vi. 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 his/her 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 his/her 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 his/her employment.
4. At any time, an employee shall have the right to indicate those materials at least five years old in his/her own personnel file that s/he believes 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 working days, an employee shall have access to review his/her personnel file at the office of Human Resources during regular office hours.

ARTICLE 9: EMPLOYEE PROBATION

1. 179-Day Contract (COCC campus)
 - a. Instructors shall be in probationary status until completion of three consecutive academic terms of employment (not including summer assignments). 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 cause provisions of this contract or the grievance procedure.
2. 12-Month Contract (Deer Ridge Correctional Institution, DRCI, with contract days that may vary between 228 – 230, depending upon contract with Department of Corrections).
 - a. Instructors shall be in probationary status until completion of three consecutive academic terms of employment (including summer assignments). 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 cause provisions of this contract or the grievance procedure.

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. 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 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 his/her personnel record as referenced in Article 8.

ARTICLE 11: EMPLOYEE DISCIPLINE

1. Bargaining unit members shall not be disciplined except for 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 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. **Sick Leave.** Sick leave is defined as absence due to illness or injury of the employee.

- a. Full time, 179-day contract employees, shall accrue an annual amount of 80 hours of sick leave at the start of each academic year (prorated for instructors who start mid-year).
 - b. Part-time employees at .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 0.5 to 0.74 will accrue 40 hours (or 0.5 of 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 0.75 to 0.99 will accrue 60 hours (or 0.75 of 80 hours) of sick leave at the start of each contract year (prorated for instructors who start mid-year).
 - c. DRCI full-time, 12-month, contract employees (Number of contract days varies between 228 – 230, depending upon DOC contract with DRCI). Full-time, 12-month-contract employees, shall accrue an annual amount of 96 hours of sick leave at the start of each academic year (prorated for instructors who start mid-year).
 - d. DRCI part-time 12-month contract employees (Number of contract days varies between 228 – 230, depending upon DOC contract with DRCI). Part-time employees at 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 0.5 to 0.74 will accrue 48 hours (or 0.5 of 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 0.75 to 0.99 will accrue 72 hours (or 0.75 of 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.
2. **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.

3. **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 year" is considered to be a twelve- (12) month period rolling backwards for each request.
4. **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.
5. **Bereavement.** A bargaining unit member may have an absence up to 2 weeks, in accordance with OFLA, due to the death of an immediate family member of the employee. The immediate family is defined as spouse, domestic partner, parent (or step-parent, parent-in-law), parent of employee's domestic partner, child (biological, adopted, foster, or stepchild), child in loco parentis, child of the employee's domestic partner, grandchild, grandparent, brother and sister (including step-brother and step-sister).
 - a. Bargaining unit members shall have available up to five (5) paid days in a leave year (fiscal) per incident of death of an immediate family member.
 - b. Bargaining unit members may use accrued sick leave for an OFLA Bereavement Leave or immediate family member as defined in Article 12, Section 4, 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 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 paid days.
 - e. In addition, the Human Resources Director in collaboration with the appropriate Director may grant extra leave, charged to sick leave, at his/her 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.
6. **Leave Without Pay (LWOP).** LWOP may be either long-term (in excess of five working days in any one pay period), or short-term (five 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.
7. **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, his/her pay will be deducted accordingly.

ARTICLE 13: HOURS OF WORK

The language from Article 13 has been moved to Article 15, Section 3 and agreed to on May 12, 2021. Both parties agreed to leave the article in the CBA and not renumber for the purposes of having historical information.

ARTICLE 14: WORK YEAR

1. Standard 179-day Contract.

An academic work year is defined as one hundred and seventy-nine (179) days. The 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 190-day work year would be $190/179 = 1.06$ work years and pay would be increased by a factor of .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 and Memorial Day. If extra assignments outside the 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. 12-Month Contract (Deer Ridge Correctional Institution, DRCI - 229 Days)

An academic work year is defined as two hundred twenty-nine (229) days. The 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, July 4 and the Friday prior to Labor Day. If extra assignments outside the 229-day contract are required by the administration, employees shall be compensated at the applicable FTE and salary level.

ARTICLE 15: WORKLOAD MEASUREMENT STANDARDS

1. Full-time instructors (1.0 FTE) in the Adult Basic Skills Department work a minimum of 40 hours per week for each of 3 academic terms. DRCI ABS Faculty work a minimum of 40 hours per week for 4 academic terms and are required to be onsite for the entire work. Full-time instructors' work is based on 18 (eighteen) 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, and lesson plans, student/tutor recruitment, program promotion, tutor interviewing and management, classroom maintenance, and communication with COCC and HECC/CCWD staff.
4. Workload Study
 - The College and the ABS Bargaining Unit shall establish an ABS Workload Committee within thirty (30) days of COCC Board approval of the 2021-2024 ABS Faculty Collective Bargaining Agreement to evaluate the current CBA provisions governing the workload measurement.
 - The ABS Workload Committee shall consist of two (2) members of the College

and two (2) member of the ABS Bargaining Unit. Those serving on the committee representing the College shall be selected by the Administration. Those representing the ABS Faculty shall be selected by the ABS Bargaining Unit.

- The ABS Workload Committee shall collaboratively conduct a comprehensive assessment of workload for COCC Adult Basic Skills instructors. The workload assessment may include utilizing outside consultants with expertise in the area of adult basic education instructor workload.
- The ABS Workload Committee shall develop a proposal to present to the College and the ABS Bargaining Unit within one (1) academic year. The proposal may be utilized by the College and the ABS Bargaining Unit during future negotiations. If both parties agree, Article 15 may be opened for negotiation prior to the end of the 2021-24 CBA to add mutually agreed upon workload measurement standards.

The following chart further specifies workload measurement standards:

WORKLOAD MEASUREMENT 12-25 students per class

Instructional	FTE
18	1.00
17	0.94
16	0.89
15	0.83
14	0.78
13	0.72
12	0.67
11	0.61
10	0.56
9	0.50
8	0.44
7	0.39

6	0.33
5	0.28
4	0.22
3	0.17
2	0.11
1	0.06

ARTICLE 16: 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 years, excluding academic year breaks and termination or resignation from the College.

ARTICLE 17: PROCESS FOR NOTIFICATION OF AND REQUEST FOR ABS COURSES

1. **On-contract time periods (179-day bargaining unit members)**
 - a. When ABS (ABE/ASE/ELL) courses become available during on-contract time periods due to both anticipated and unanticipated circumstances (including temporary courses), all bargaining unit members shall be notified as soon as the need is identified and prior to any outside recruitment. Bargaining unit members who request these courses within five (5) working days of notification will be considered based on the criteria listed in Article 16 regardless of order of receipt of response.
 - b. Bargaining unit members who request the assignment of the courses but were not assigned may request the reason for non-assignment in writing. The assignment decision by the ABS Director 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 not qualified per the criteria in Article 16, the ABS Director may hire a candidate from outside of the bargaining unit to be assigned the courses.

2. On-contract time periods (12-month bargaining unit members, varies between 228 – 230 contract days, dependent upon contract between DRCI and DOC)

- a. When ABS (ABE/ASE/ELL) courses become available during on-contract time periods due to both anticipated and unanticipated circumstances (including temporary courses), all bargaining unit members shall be notified as soon as the need is identified and prior to any outside recruitment. Bargaining unit members who request these courses within five (5) working days of notification will be considered based on the criteria listed in Article 16 regardless of order of receipt of response.
- b. Bargaining unit members who request the assignment of the courses but were not assigned may request the reason for non-assignment in writing. The assignment decision by the DRCI Education Director may be appealed to the Extended Learning Dean with oversight of ABS programming at Deer Ridge Correctional Institution. However, the final assignment decision by the Extended Learning Dean is non-grievable. If no bargaining unit member requests to be assigned or is not qualified per the criteria in Article 16, the DRCI Education Director may hire a candidate from outside of the bargaining unit to be assigned the courses.

3. Off-contract time periods (179-day contract bargaining unit members and 12-month [228 – 230 days for DRCI] contract bargaining unit members)

- a. If courses become available during off-contract time periods, all bargaining unit members will be notified by multiple methods of communication (e.g. college e-mail, and phone) and are encouraged to request an assignment of the available courses. A bargaining unit member who is interested must request assignment within 48 hours of the time of notification by email, and will be considered based on the criteria listed in Article 16, regardless of the order of receipt of response. If there are less than 48 hours (excluding weekends) available to fill the course(s), the course(s) may be assigned as needed. Longer periods for response will be given whenever possible (e.g. notification at the beginning or middle of summer break).
- b. College Management retains the right to assign the 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 the courses in a timely manner.

- c. If a bargaining unit member who requests the assignment of the courses within 48 hours is not assigned the available course(s) the reason for non-assignment in writing may be requested in writing. The assignment decision by the ABS Director may be appealed to the Instructional Dean with oversight of ABS. However, the final assignment decision by the Instructional Dean is non-grievable.
- d. When courses are temporarily assigned to a candidate, all bargaining unit members shall be notified of the available courses before the end of the term and may request assignment of those courses per the process outlined above in section 17.1 and 17.2.

ARTICLE 18: 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.
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 enrollment decreases, the Director and the instructor shall work together to promote the class in order to increase the enrollment numbers. 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. 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 his/her 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 provide an employee who was laid off 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 19: SALARIES

1. **Salary Schedule:** Effective July 1, 2023 each step in the current salary schedule will be adjusted as follows. Instructors with satisfactory evaluations will be eligible for a 4% step increase.
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 the Step 18 will receive that % 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 20: PERS "PICK UP"

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

ARTICLE 21: 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 90% of the cost of such insurance; the employee will pay 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 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 0.5 but less than 0.75, benefits will be prorated at 50 FTE tiered rates.
 - b. If the employee is assigned an FTE of 0.75 but less than 1.0, benefits will be prorated at 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 22: TUITION/PROFESSIONAL DEVELOPMENT

1. **Tuition.** A bargaining unit member who works at .5 FTE or above or his/her spouse or dependent to the age of 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 work 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 fees or other fees which are paid by tuition-paying students in the course.

- d. The employee does not take a course(s) during his/her 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 Adult Basic Skills provided that they pertain to the position or is reasonably related to the work, or 2) Master's degree in his/her 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 development 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 \$1,000 per full-time instructor and \$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 \$20,000. If funds are available, full-time instructors may be reimbursed up to \$2,000-per year and part-time instructors up to \$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 as 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 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 23: 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 24: 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 25: DURATION

1. Effective Dates This Agreement shall be effective as provided herein and remain in full force and effect until June 30, 2024, when it shall cease and expire on that date. However, if the College and the Union are engaged in collective bargaining on July 1, 2024, for a successor agreement, then the parties agree that the benefits in this Agreement in effect on June 30, 2024, shall be maintained by the College until a successor Agreement is executed or until the Union has exercised its rights and obligations under ORS 243726, inclusive.
2. Article 19, Salaries, and Section 1 of Article 21, Insurance will be effective through June 30, 2023. Both Article 19, Salaries and Article 21, section 1, Insurance will be subject to re-opener negotiations for 2023-2024 to begin no later than March 1, 2023. All other articles and sections of this agreement will be effective July 1, 2021 through June 30, 2024.

Signatures:

FOR THE UNION

Chapter 700

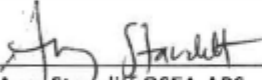
Oregon School Employees Association


FOR THE COLLEGE:

COCC Board of Directors


Cynthia Viles OSEA-ABS 9-26-23
Date


Joe Krenowicz 10.08.23
Date


Amy Stancliff OSEA-ABS 9/26/23
Date


Brian Hanson 9/26/2023
Date

Appendix A: ABS Salary Schedule for Fiscal Year 2023-24

2023-2024 179 day salary schedule Proposed with 4% added to each cell					2023-2024 12-month salary schedule Proposed with 4% added to each cell				
	A	B	C	D		A	B	C	D
	BA/BS	BA/BS+24	MA/MS any	MA/MS		BA/BS	BA/BS+24	MA/MS any	MA/MS
		graduate	area + 24	in ABE,			graduate	area + 24	in ABE,
		credits in	graduate	Education,			credits in	graduate	Education,
		primary	credits in	Math,			primary	credits in	Math,
		assignment	primary	English,			assignment	primary	English,
			assignment	TESOL				assignment	TESOL
1	51606	52585	53565	54545	1	68807	70113	71419	72727
2	52605	53585	54565	55545	2	70140	71447	72753	74060
3	53606	54586	55566	56545	3	71474	72782	74088	75394
4	54606	55586	56567	57545	4	72808	74115	75423	76727
5	55607	56586	57567	58547	5	74143	75449	76756	78062
6	56608	57586	58567	59548	6	75477	76782	78090	79397
7	57608	58589	59567	60548	7	76811	78118	79423	80731
8	58608	59589	60567	61548	8	78144	79452	80756	82064
9	59608	60589	61570	62548	9	79478	80785	82093	83397
10	60609	61589	62570	63549	10	80813	82119	83426	84732
11	61611	62589	63570	64550	11	82148	83452	84760	86067
12	62611	63590	64570	65550	12	83481	84787	86093	87401
13	63611	64591	65571	66550	13	84814	86122	87428	88734
14	64612	65591	66571	67552	14	86149	87455	88761	90069
15	65612	66591	67572	68552	15	87483	88789	90096	91402
16	66612	67593	68572	69552	16	88816	90124	91430	92736
17	67613	68593	69573	70552	17	90151	91457	92765	94069
18	68613	69593	70573	71553	18	91484	92790	94098	95404