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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 Education 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, gender, marital status, national origin, color, race, religion, sexual orientation or veteran status in any educational programs, 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 it's 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 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.

3. OSEA Representatives accredited by the Union shall be accorded reasonable access to the College premises for the purpose of Union business, provided that such access does not interfere with the scheduled work hours of College employees and provided that such representatives shall give reasonable notice to the College President (or designee) of their intent to exercise the privileges of this section.

4. Meetings Union members will not conduct Union business on College time, except the President of the Union (or designee) shall be free to meet with the President of the College (or designee) as they mutually agree is necessary. 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).

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, photocopy, 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.

ARTICLE 5 Dues Deduction/Fair Share

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 employee on the form provided by the Union. Such authorization shall continue in effect from year to year, unless revoked in writing by the employee.

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.

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.

Fair Share In consideration of the services rendered by the Union in behalf of all employees shall be required to pay to the Union either:

1. Regular monthly Union dues in the case of employees who are members of the Union, or

2. 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.

3. Notwithstanding subparagraphs 1 and 2, any employee who objects to making payments to the Union based upon bonafide 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.

4. 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 ABE instructional operations. The College will notify the Union when 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

A. Purpose The purpose of this procedure is to provide an orderly process to secure, at the lowest possible level, solutions to grievances. All members must follow the procedure.

B. Definitions

1. 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.
2. "Supervisor" is the person who has direct administrative or supervisory responsibilities over the aggrieved.
3. 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.
4. A "Written Grievance" shall contain the following information (at a minimum):
 - a. Name and position of the grievant and date of filing.
 - b. A reference to the specific provisions of the contract.
 - c. A statement of the grievance and the alleged facts involved, including relevant dates.
 - d. Decisions of supervisor and reasons therefore.
 - e. The remedy or action requested by the grievant.
 - f. Signature of grievant and the Representative of the exclusive bargaining agent.

C. Time Limits

1. 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.

2. Failure by the College at any step of this procedure to communicate the decision in writing on a grievance 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.

D. Miscellaneous

1. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for the resolution of grievance.

2. 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.

3. 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.

4. Any or all time limits set herein may be waived by mutual consent in writing of the parties.

5. 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.

6. 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.

7. 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.

8. Evidence not presented at Step Three may not be presented at Step Four 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.

9. 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.

10. The number of Union representatives participating in the processing of a grievance shall be limited to two (2) at the first three (3) steps of the grievance procedure.

11. 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.

E. Procedures

1. Step One - Supervisor An aggrieved person shall within ten (10) working days of the occurrence of the grievance or, with due diligence, his/her knowledge of the same, whichever occurs later, discuss it with the 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.

2. 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. 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. 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. 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.

3. 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. 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. 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. 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.

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.

4. Step Four - Arbitration

a. 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.

b. 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. Whether the College or the Union strikes the first name shall be determined by the toss of a coin. 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.

c. The arbitrator shall set the time and the place for a hearing on the grievance 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.

d. The arbitrator shall hold a hearing on the grievance and, after hearing such evidence as the parties desire to present and consistent with the terms of this agreement, shall render a written decision to the parties within thirty (30) calendar days of the hearing. A decision of the arbitrator shall, within the scope of his/her authority as provided below in (e) and elsewhere in this agreement, be binding upon all parties.

e. 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.

f. 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

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 critical nature that does not bear either the signature of the employee indicating that he/she has been shown the material or a statement by the employee's supervisor that he/she has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee. Employees shall be allowed to review all evaluations before placement into the personnel file. The employee shall have the right to place a written statement of explanation or rebuttal in his/her personnel record for any critical information placed in the record by the College.

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.

Employees 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, and college course credits and other documents, which relate to their employment.

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 he/she believes to be obsolete, excluding performance evaluations. Such identified materials may be removed from the personnel file upon mutual agreement of the employee and the President of the College (or designee).

With a minimum of two working days notice, employees shall have access to review their personnel file at the office of Human Resources during regular office hours.

ARTICLE 9 Employee Discipline

Employees 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 and dismissal.

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. 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.

ARTICLE 10 Employee Evaluation

Employee performance shall be reviewed and evaluated once per academic or contract year, except for the probationary period.

ARTICLE 11 Leaves

Sick Leave Full time employees shall accrue sick leave at the rate of eight (8) hours per month worked. An employee who begins work prior to the 16th of the month will accrue sick leave as though he/she worked the entire month, and employees who begin work on the 16th of the month or later will accrue no sick leave that month. Unused sick leave shall accumulate for an unlimited number of days. Sick leave is defined as absence due to illness or injury of the employee. Sick leave not used during the current year will continue to accrue without limit.

When full-time employees use an entire day of leave, they will be charged eight (8) hours.

When full-time employees use leave less than one full day (eight hours), they will be charged the actual number of hours of class time, committee meetings or other activities missed.

When part-time employees use leave they are to report the actual hours missed (class time and other activities).

Part time employees at .5 FTE and above shall accrue sick leave on a pro-rated basis in accordance with the following schedule:

1. Employees with an assigned FTE of .5 to .74 will accrue at four (4) hours of sick leave per month.
2. Employees with an assigned FTE of .75 to .99 will accrue at six (6) hours of sick leave per month.
3. An employee utilizing sick leave shall have no responsibility for finding a substitute to cover their absence.
4. 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 ORS 238.355(1), as amended by Oregon Laws 1977.

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 employee.

Emergency Leave A bargaining unit member shall have available two (2) days of non-accumulative emergency leave per year that shall be charged against sick leave. Such emergency leave must have written approval of the Director.

Bereavement Leave Sick leave shall also cover absences, not to exceed three (3) days per academic year, due to the death of a member of the immediate family of the member. The immediate family shall be defined as blood relatives and in-laws, to include spouse, children, grandchildren, parents (including step-parents), grandparents, brother and sister (including step-brother and step-sister), uncle, aunt, nephew and niece. Immediate family also includes relationships to the employee through the domestic partner.

Union members can combine bereavement leave with emergency leave if it has not already been used as described above for a total of five days. In addition, the Human Resources Director in collaboration with the Director of ABE may grant extra leave, charged to sick leave, at his/her discretion for unusual or critical circumstances. The Human Resources Director and the Director of ABE shall not be compelled to grant additional leave beyond that which is outlined above.

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 Director for review and 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 the 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.

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 12 Employee Probation

Instructors shall be in probationary status until completion of their first full academic year 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 Director. Terminations during the probationary period, with or without a plan for improvement, shall not be subject to the cause provisions of this contract.

ARTICLE 13 Hours of Work

Except for classroom hours, meetings, in-services and assignments required by the administration, an employee's schedule is determined by the employee's professional judgment, as needed to meet the requirements of the position and/or assignment.

ARTICLE 14 Work Year

An academic work year is defined as one hundred and seventy-nine (179) days. A longer work year may be implemented in response to program needs, and pay will be prorated for the additional time (for example a 230-day work year would be $230/179 = 1.28$ work years and pay would be increased by a factor of .28). The work year includes days for administration or preparation as well as instructional days.

Bargaining unit employees assigned to work an academic year contract with an assigned FTE of .5 or greater (at the time of the holiday), will receive five (5) regularly observed paid holidays: Veterans' Day, Thanksgiving (two [2] days), Martin Luther King's Birthday and Memorial Day. The holiday pay will be pro-rated at either .5 or .75 based on the assigned FTE of the employee. Bargaining unit employees assigned to work a longer work year will receive holiday pay for the holidays listed below if they occur during the term of the appointment:

January 1	New Year's Day
July 4	Independence Day
August/September	Friday prior to Labor Day
September	Labor Day
December	Winter Break*

*The five (5) working days that occur during the week in which the College is closed between the fall and winter term will be paid as holidays.

In-service training (both local and out-of-the-area), will include no more than four (4) six-hour in-services per academic year and four (4) three-hour staff meetings

**ARTICLE 15
WORKLOAD MEASUREMENT STANDARDS**

Full-time instructors (1.0 FTE) in the Adult Basic Education/College Preparation Department work a minimum of 40 hours per week for each of 3 academic terms. Full-time instructors' work is based on an average of 18 (eighteen) classroom hours a week or 34 (thirty-four) hours (.85 of a 40 hour work week) of specialized instruction. If extra assignments are required by the administration, employees shall be compensated at an hourly rate equivalent to their step on the wage scale.

Non-teaching activities will include, student support activities, program development, including curriculum and lesson plans, student/tutor recruitment, program promotion, tutor interviewing and management, classroom maintenance, and the ABE recognition ceremony. The following chart further specifies workload measurement standards:

**WORKLOAD MEASUREMENT
12-25 students per class**

Instructional Hours	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 Personnel

The decision to hire, schedule, transfer, assign, promote, and lay off employees 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.

Length of service is defined as the number of years as an instructor within the ABE program to include time off through approved leaves, and lapses in employment of not more than two years, excluding academic year breaks.

ARTICLE 17
Posting Of Positions/Filling of Vacancies

When instructional hours and classes are available (including temporary assignments), all bargaining unit members shall be notified prior to any outside recruitment of instructors. Instructors who apply for these hours within five (5) working days of receipt of the notice will be considered based on qualifications and length of service regardless of order of receipt of response. Bargaining unit candidate(s) who applied but were not selected may request that the reason for non-selection be provided in writing. The selection by the Director of the assignment of additional hours and classes may be appealed to the Dean of Continuing Education and Extended Learning for review; however, the final selection is non-grievable. If no bargaining union member applies, the Director may consider candidates outside of the bargaining unit.

ARTICLE 18
Reduction in Force

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 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. The Director and the instructor will make every effort to maintain the instructor's FTE status without compromising the program's mission. When enrollment decreases, the Director and the instructors shall work together to find alternate assignments which may include classes at other sites. At the end of such terms, the Director shall make every effort so that instructors whose assignments were changed due to low enrollment return to their original NOA assignment.

Recall

An employee who has been subject to reductions will remain on a recall list and be eligible for recall for twenty-four (24) months. The re-establishment of positions will be at the discretion of the employer. Employees shall be recalled by order of seniority. The college shall provide an employee who was reduced in FTE 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 who have had FTE reduced have seven (7) calendar days from receipt of registered mail notification to accept or reject a position. Employees who are recalled and reject an offer of a position will be moved to the bottom of the recall list.

If no bargaining unit members accept a recall position, the director may consider candidates outside the bargaining unit.

An employee returning from reduction shall be entitled to all previously accrued sick leave and seniority but shall receive no compensation or contractual benefits for the period of reduction.

ARTICLE 19 Salaries

Salary Schedule: Effective with summer term contracts, 2009, each cell in the current salary schedule will be adjusted by 2.5%. Instructors with satisfactory evaluations will be eligible for a step increase effective that date.

2.5% increase 2009 2010

BA + 2	BA + 30CR	BA +45CR	MA/ABE
A	B	C	D
\$36,004	\$36,688	\$37,373	\$38,056
\$36,702	\$37,386	\$38,071	\$38,754
\$37,400	\$38,084	\$38,769	\$39,452
\$38,098	\$38,782	\$39,467	\$40,150
\$38,796	\$39,480	\$40,165	\$40,848
\$39,494	\$40,178	\$40,863	\$41,546
\$40,192	\$40,876	\$41,561	\$42,244
\$40,890	\$41,574	\$42,259	\$42,942
\$41,588	\$42,272	\$42,957	\$43,640
\$42,286	\$42,970	\$43,655	\$44,338
\$42,984	\$43,668	\$44,353	\$45,036
\$43,682	\$44,366	\$45,051	\$45,734
\$44,380	\$45,064	\$45,749	\$46,433
\$45,078	\$45,762	\$46,447	\$47,131
\$45,777	\$46,460	\$47,145	\$47,829
\$46,475	\$47,158	\$47,843	\$48,527
\$47,173	\$47,856	\$48,541	\$49,225
\$47,871	\$48,554	\$49,239	\$49,923

Effective with summer contracts, 2010, each cell in the current salary schedule will be adjusted by 2%. Instructors with satisfactory evaluations will be eligible for a step increase effective that date.

2% increase 2010 2011

BA + 2	BA + 30CR	BA +45CR	MA/ABE
A	B	C	D
\$36,724	\$37,422	\$38,120	\$38,817
\$37,436	\$38,134	\$38,832	\$39,529
\$38,148	\$38,846	\$39,544	\$40,241
\$38,860	\$39,558	\$40,256	\$40,953
\$39,572	\$40,270	\$40,968	\$41,665
\$40,284	\$40,982	\$41,680	\$42,377
\$40,996	\$41,694	\$42,392	\$43,089
\$41,708	\$42,406	\$43,104	\$43,801
\$42,420	\$43,118	\$43,816	\$44,513
\$43,132	\$43,830	\$44,528	\$45,225
\$43,844	\$44,542	\$45,240	\$45,937
\$44,556	\$45,254	\$45,952	\$46,649
\$45,268	\$45,966	\$46,664	\$47,361
\$45,980	\$46,678	\$47,376	\$48,073
\$46,692	\$47,390	\$48,088	\$48,785
\$47,404	\$48,102	\$48,800	\$49,497
\$48,116	\$48,814	\$49,512	\$50,209
\$48,828	\$49,526	\$50,224	\$50,921

**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**

The College will contribute toward the cost of college-purchased health insurance (medical, dental, and vision only) for full-time Union members a maximum of 90% of the cost of such insurance. The employee will pay the balance. In no event shall the College pay more than the cap of \$1137.28 per month during the 2009-10 health insurance year. All Union members will pay a minimum of 10% of the health insurance premium.

The insurance contribution for the 2010-11 insurance year will be subject to negotiations to begin no later than May 1, 2010

Part-time Union members shall receive prorated benefits only as specifically provided by the provisions of this agreement.

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%.
 - b. If the employee is assigned an FTE of 0.75 but less than 1.0, benefits will be prorated at 75%.
4. The College will pay the entire cost of long-term disability insurance premiums for full-time employees. Only full-time employees will be eligible for long-term disability insurance coverage.
5. The College will provide life insurance coverage equal to the amount of the employee's academic year salary for full-time, regular employees. However, in no case shall the amount of insurance exceed \$50,000. Such employees may purchase additional life insurance in increments of \$10,000.

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 Development The ABE/CP Professional Development Plan is based on federal grant money that is awarded to the ABE/CP 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 ABE Director stating the rationale for attendance and how it relates to ABE/CP program goals and teaching standards.

c. Funds in the account at the end of the fiscal year shall be rolled over and added to the fund for the following fiscal year if allowable under the terms of the grant.

d. Funds from this account may also be used by the College for planning and expediting in-service workshops designed for Union members.

e. Plan funds shall be under the direction of the ABE Director. The amount and all other factors related to this development fund are not subject to the grievance procedure.

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

Effective Dates This Agreement shall be effective as provided herein and remain in full force and effect until June 30, 2011, when it shall cease and expire on that date. However, if the College and the Union are engaged in collective bargaining on July 1, 2011, for a successor

Agreement, then the parties agree that the benefits in this Agreement in effect on June 30, 2010, 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.

Section 1 of Article 21, Insurance, will be effective through June 30, 2010. Article 19 – Salaries will be effective with summer contracts each year of this agreement. All other articles and sections of this agreement will be effective July 1, 2009 through June 30, 2011.

Agreement Modification This Agreement shall not be modified during its term except by written mutual agreement of the parties hereto.

Signatures

FOR THE UNION:
Chapter 700
Oregon School Employees Association

FOR THE COLLEGE:
COCC Board of Directors

Joyce L. Garrett, Chair

Date

Date