

**THE COLLECTIVE BARGAINING**

**AGREEMENT BETWEEN**

**CENTRAL OREGON COMMUNITY COLLEGE AND**

**THE CLASSIFIED ASSOCIATION OF**  
**CENTRAL OREGON COMMUNITY COLLEGE**

**Effective July 1, 202~~5~~<sup>2</sup> through June 30, 202~~8~~<sup>5</sup>**

## TABLE OF CONTENTS

<b>Article 1</b>	<b>Recognition &amp; Definition of Terms</b>	<b>Page 1-2</b>
	<b>Definitions</b>	
	Bumping Employee	1
	Calendar Year	1
	Call Time	1
	Call Time Occurrence	1
	Fiscal Year	1
	Full-time Employee	1
	Immediate Family	1
	Incumbent Employee	1
	Insurance Cap	2
	Overtime	2
	Part-time Employee	2
	Seniority	2
	Standard Workweek	2
	Temporary Employee	2
<b>Article 2</b>	<b>Non-Discrimination &amp; Non-Interference</b>	<b>2</b>
<b>Article 3</b>	<b>Association Rights</b>	<b>3 – 5</b>
	Association Membership Dues Deduction	3
	Association Officers and Other Designated Representatives	3
	Time to Conduct Representational Activities	3
	Access	3
	Purchase of Release time	4
	Facilities	4
	Equipment	4
	Association Posting	4
	New Bargaining Unit Employees	5
	Ongoing Duty to Provide Updated List	5
	Changes to the Bargaining Unit Membership	5
	Temporary Reassignment of Bargaining Unit Members	5
<b>Article 4</b>	<b>Management Rights</b>	<b>5 – 6</b>

<b>Article 5</b>	<b>Grievance Procedure</b>	<b>6 – 8</b>
	Step One: Review with Supervisor	6
	Step Two: Initiating a Formal Grievance	7
	Step Three: Grievance Appeal	7
	Step Four: Grievance Arbitration	7
	Miscellaneous	8
<b>Article 6</b>	<b>No Strikes and Lockouts</b>	<b>8 – 9</b>
	Prohibited Activities	8
	No Limitations	9
<b>Article 7</b>	<b>Hours of Work</b>	<b>9 – 10</b>
	Hours of Work	9
	Reporting to Duty Requirements	9
	Work Schedule Changes	9
	Meal Breaks	10
<b>Article 8</b>	<b>Overtime</b>	<b>10 – 11</b>
	Definition	10
	Part-Time Employees	10
	Overtime Approval	10
	Use of Compensatory Time	10
	Declining Overtime and Emergency Needs	11
	Distribution of Overtime throughout the Department	11
<b>Article 9</b>	<b>Probationary Period</b>	<b>11 – 12</b>
	Probationary Period Conditions	11
	Regular Status	11
	Wage Increase and Vacation Use	11
	Accepting New Positions and Probationary Period	11
	Non-Suitability for Position	12
<b>Article 10</b>	<b>Part-time Employees</b>	<b>12</b>
	Benefits	12
	Proration of Benefits	12
	Positions Less than 20 Hours per Week	12
<b>Article 11</b>	<b>Direct Compensation</b>	<b>12 – 15</b>
	Wage	12
	Payroll Draws	13
	Working Out of Classification	13
	Call Time Occurrence/Premium Time Pay (PTP)	13
	Excused from Work due to Non-Disciplinary Reasons	14

	Shift Premium	14
	Bilingual Pay	14
<b>Article 12</b>	<b>Insurance</b>	<b>15</b>
	College and Employee Contribution	15
	Part-Time Employees	15
	Long-Term Disability Insurance	15
<b>Article 13</b>	<b>Public Employee Retirement System</b>	<b>15</b>
<b>Article 14</b>	<b>Holidays</b>	<b>16 - 17</b>
	College Holidays	16
	Weekend Holidays	16
	Holiday Compensation	16
	Holiday Eligibility	17
<b>Article 15</b>	<b>Vacations</b>	<b>17 – 18</b>
	Vacation Accrual	17
	Vacation Accrual and Probationary Period	17
	Expiration and Use of Accrued Vacation Hours	17
	Requests for Planned Vacation Leave	17
	Accrued Vacation Hours Upon Separation	17
	Accrued Vacation Hours and Immediate Resignations	18
	Accrued Vacation for Part-Time Employees	18
<b>Article 16</b>	<b>Sick Leave</b>	<b>18 – 19</b>
	Sick Leave Accrual	18
	Sick Leave Notification to Supervisor	18
	Doctor Certification	18
	Workers' Compensation	18
	Uses of Sick Leave	18
	Accrued Sick Leave for Part-Time Employees	19
	Paid Leave Oregon	19
<b>Article 17</b>	<b>Bereavement Leave</b>	<b>20</b>
	Annual Bereavement Leave	20
	Additional Bereavement Leave and use of Sick Leave	20
	Bereavement Leave for Non-Immediate Family Members	20
	Bereavement Leave for Part-Time Employees	20
	Non-Accumulation of Bereavement Leave	20
<b>Article 18</b>	<b>Other Leaves of Absence with Pay</b>	<b>20 – 21</b>
	Court and Jury Duty	20

	Workshops, Conventions and Professional Meetings	20
	Absence Caused by Abnormal Situations	21
	Military Reserve Leave	21
<b>Article 19</b>	<b>Personal Leave</b>	<b>21</b>
<b>Article 20</b>	<b>Leaves of Absence Without Pay</b>	<b>21</b>
	Short-Term Leave without Pay	21
	Long-Term Leave without Pay (LWOP)	21
	Leave of Absence without Permission	21
<b>Article 21</b>	<b>Tuition and Professional Development</b>	<b>22</b>
	Tuition Benefit	22
	Supervisor-Directed Course	22
	Professional Development Fund	22
<b>Article 22</b>	<b>Working Conditions</b>	<b>22 - 23</b>
	Safety	22
	Tools and Equipment	23
<b>Article 23</b>	<b>Vacancies</b>	<b>23</b>
	Posting of Vacancies	23
	Transferring Employees to Vacant Positions	23
	Filling of Vacancies	23
	Past Disciplinary Action and Vacancies	23
	Hiring Decisions	23
<b>Article 24</b>	<b>Reduction in Staff</b>	<b>23 – 26</b>
	Procedure of Layoff	24
	Wage Placement	25
	Layoff Status	25
	Applying for Vacant Positions	26
	Recall	26
<b>Article 25</b>	<b>Discipline and Discharge</b>	<b>27</b>
	Documented Just Cause	27
	Discipline Process Privacy	27
	Potential Disciplinary Action	27
	Timing of Disciplinary Action	27
	Appealing a Suspension or Discharge	27
<b>Article 26</b>	<b>Personnel Files</b>	<b>27 – 29</b>
	Reviewing Personnel Files	27

	Personnel File Contents	27
	Notification of Materials in Personnel Files	28
	Responses to Personnel File Contents	28
	Copies of Personnel File Materials	28
	Access to Personnel Files	28
	Disciplinary Content in Personnel Files	28
	Removing Contents from Personnel Files	28
	Annual Evaluations	28
	Plans of Assistance	29
<b>Article 27</b>	<b>Reclassification Procedure</b>	<b>29 – 30</b>
	Frequency of Reclassification Requests	29
	Required Reclassification Materials	29
	Supervisor Review Time	29
	Submission to Human Resources	29
<b>Article 28</b>	<b>Savings</b>	<b>30</b>
<b>Article 29</b>	<b>Waiver</b>	<b>30</b>
<b>Article 30</b>	<b>Funding</b>	<b>31</b>
	Recognition	31
	Renegotiation Provision	31
<b>Article 31</b>	<b>Duration</b>	<b>31</b>
<b>Appendix A</b>	<b>Classified Wage Step Schedule Year 1</b>	<b>32</b>
<b>Appendix B</b>	<b>Classified Wage Step Schedule Year 2</b>	<b>32</b>
<b>Appendix C</b>	<b>Classified Wage Step Schedule Year 3</b>	<b>32</b>
<b>Appendix D</b>	<b>Retiree Insurance</b>	<b>33-34</b>
<b>Attachment A</b>	<b>Classified Retirees Eligible for Health Insurance Support</b>	<b>35</b>

## ARTICLE 1: RECOGNITION & DEFINITION OF TERMS

The College recognizes the Association as the exclusive bargaining agent for members of the bargaining unit, hereinafter referred to as employee or Member, for the purposes of collective bargaining representation as provided for in ORS 243.650 - ORS 243.806.

**Definition of the Bargaining Unit:** The Bargaining Unit shall consist of all employees in classified positions who are scheduled to perform work for at least twenty (20) hours per week for nine (9) months of the calendar year at any college location. The College and the Association have established a single bargaining unit made up of all classified positions as defined above located at all College locations. All other employees, including supervisory, confidential/non-exempt, faculty, adult basic skills instructors, independent contractors, volunteers, temporary, work- study and post-retirement employees are expressly excluded from the Classified Employee Bargaining Unit.

### DEFINITION OF TERMS

- 1. Bumping Employee.** The bumping employee is the classified employee whose position has been identified for layoff and who has bumping rights as defined by Article 24.
- 2. Calendar Year.** Calendar year is defined as January 1 – December 31.
- 3. Call Time (Premium Time Pay/PTP).** Call time refers to a situation in which a classified employee is contacted and requested to report to work for hours other than their normal work hours. This is generally in response to an unusual situation such as a heavy snowstorm, critical technology failure or other urgent situation.
- 4. Call Time Occurrence.** A call time occurrence takes place when a supervisor calls an employee into work at a time that the employee is not normally scheduled due to a campus emergency or unforeseen issue that is temporary in nature.
- 5. Fiscal Year.** COCC's Fiscal Year is defined as July 1 – June 30.
- 6. Full-Time Employee.** Full-time employees in the bargaining unit are defined as employees working forty (40) hours per week for a minimum of nine (9) months per calendar year.
- 7. Immediate Family.** Immediate family is defined as father, mother, brother, sister, wife, husband, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepparents, grandparents, grandchildren and any other person who resides with or derives their support from the employee, or their spouse, regardless of the relationship. Immediate family includes relationships related to the employee through a domestic partner.
- 8. Incumbent Employee.** The incumbent employee is the classified employee currently seated in a position within the bargaining unit.

9. **Overtime.** Overtime shall mean work required by the College and performed by an employee in excess of forty (40) hours in a workweek. Work performed in excess of 40 hours in a workweek will be compensated with pay, or compensatory time off, at the overtime rate (see Article 8.3). Paid time off will be included in the calculation of a 40-hour workweek, but is not part of the overtime calculation, as paid time off is not work performed.
10. **Part-Time Employee.** Part-time employees in the bargaining unit are defined as those employees working twenty (20) or more hours per week, but less than 40 hours per week for a minimum of nine (9) months per calendar year.
11. **Seniority.** Seniority is defined as years in the bargaining unit, to include job transfers, time off through approved leaves, professional development opportunities (including work out of classification) and lapses in COCC employment of not more than two (2) years (see Article 24.2)
12. **Standard Workweek.** The College identifies the standard workweek as seven (7) consecutive days, 12:00 am, Monday through 11:59 pm, Sunday, unless specified by the department.
13. **Temporary Employee.** A temporary employee is someone working for a limited duration of no more than nine (9) months with no expectation of continued employment. Temporary employees may be hired directly by the College or through a temporary employment agency.

## **ARTICLE 2: NON-DISCRIMINATION & NON-INTERFERENCE**

The goal of Central Oregon Community College is to provide an atmosphere that encourages our faculty, staff and students to realize their full potential. In support of this goal, it is the policy of the Central Oregon Community College that there will be no discrimination or harassment on the basis of age, disability, sex, marital status, national origin, ethnicity, color, race, religion, sexual orientation, gender identity, genetic information, citizenship status, veteran status or [military status, pregnancy, and victims of domestic violence, harassment, sexual assault or stalking, or](#) any other classes protected under Federal and State statutes in any education program, activities or employment.

Employees have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employee relations. Employees also have the right to refuse to join or participate in the activities of any employee organization. No employee shall be interfered with, restrained, coerced or discriminated against by the College or the Association in their exercise of these rights.

## **ARTICLE 3: ASSOCIATION RIGHTS**

1. **Association Membership Dues Deduction.** ~~The Association shall notify the College of bargaining unit members who have elected to have dues deducted from their paychecks. The College will deduct dues, fees, and any other assessments or authorized deductions as a single payroll dues deduction to the union in accordance with the payroll-deduction authorizations signed by members and provided to the union. The~~

union will provide the college with a list identifying the employees who have signed such authorizations and have authorized deduction amounts, and the college will provide upon request a list of employees who have authorized deductions and rates. The Association shall also notify the College when a bargaining unit member should no longer have dues deducted. The College shall enact ~~dues~~ deduction changes on the pay period following notification from the Association. The Association shall maintain the records of employee ~~dues~~ deduction authorizations, which shall continue in effect from year to year, unless revoked in writing to the Association in the manner provided by the terms of the ~~dues~~ deduction authorization agreement.

Such uniform amounts as the Association treasurer certifies to the College as the monthly Association membership ~~dues~~ deductions approved by the members of the Association shall remain as the amount to be deducted hereunder. The College shall promptly remit to the Association all deducted Association membership ~~dues~~ deduction amounts.

The Association agrees to indemnify, defend and hold the College harmless against any claims made or any suit instituted against the College because of any payroll deduction authorized under this Article.

- 2. Association Officers and Other Designated Representatives.** The President of the Association (or designee) shall provide the names and offices of each officer of the Association and any other designated representative to the President of the College (or designee).
- 3. Time to Conduct Representational Activities.** Representatives designated by the Association who are College employees will be granted release time to conduct the following representational activities during the employee's regularly scheduled work hours without loss of compensation, seniority, leave accrual or any other benefits:
  - a) Investigate and process grievances and other workplace-related complaints;
  - b) Attend investigatory meetings and due process hearings involving represented employees;
  - c) Participate in or prepare for proceedings under ORS 243.650 to 243.809, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
  - d) Act as a representative of the exclusive representative for employees within the bargaining unit for purposes of collective bargaining;
  - e) Attend labor-management meetings to discuss employment relations matters;
  - f) Provide information regarding a collective bargaining agreement to newly hired employees at employee orientations or at any other meetings that may be arranged for new employees;
  - g) Testify in a legal proceeding in which the public employee has been subpoenaed as a witness; and

h) Perform any other duties agreed upon by the parties.

4. **Access.** Designated representatives shall be accorded access to the College premises for the purpose of Association business, provided that such representatives give notice to the College President (or designee) of their intent to exercise the privileges of this section.

This requirement does not apply to meetings with members or Association Officers conducted by the Association Representative after normal work hours, or scheduled meetings of Association Officers and the Representative with the College President (or designee).

5. **Purchase of Release Time.** In addition to the time provided in Article 3, Section 3, the Association may purchase up to 96 hours per fiscal year, non-cumulative, release time for the Association President (or designee) to work on Association matters. The rate shall be the actual regular hourly rate paid to the Association President (or designee). The release time approved, the day(s) on which the time is utilized, and the coverage of the Association President's (or designee's) job responsibilities are to be arranged by mutual agreement between the Association President (or designee) and the College President (or designee) based on the staffing and operating requirements of the College. Requests by the Association for such release time will not be unreasonably denied. Additional time may be purchased by mutual agreement between the parties.
6. **Facilities.** The Association will be allowed the use of the facilities of the College during normal operating hours for meetings through standard scheduling procedures. The Association shall pay for extraordinary costs incidental to the use thereof and for any repairs necessary as a result of such use.
7. **Equipment.** The Association shall have the right to use College office, copying and audio-visual equipment at reasonable times when equipment is not otherwise in use. The Association shall also have reasonable access to existing telephone service. The Association shall notify appropriate College personnel when supplies and services are being used for Association 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, printing and mail services use, etc. The Association will notify the College when supplies or services should be charged to the Association, or the College may discontinue the service. The Association shall have the right to use, without charge, the College's electronic mail systems and intranet to communicate with the employees in the bargaining unit regarding Association matters.
8. **Association Posting.** The College agrees to provide opportunity for the Association to communicate with employees in the unit, provided that all materials are identified as Association materials, through bulletin board space and/or on the electronic bulletin board. The Association will advise the College when and where there is need for physical bulletin board space. The College will make every reasonable effort to accommodate such requests. In addition, the Association will be allowed the continued use of the electronic bulletin board to communicate with employees in the unit. Any dispute or complaint regarding either physical or electronic bulletin boards will be resolved through good faith discussions and resolution. The

College shall have the right to restrict Association use of bulletin board space if the effect of such use is defaming to any individual or contrary to law.

9. **New Bargaining Unit Employees.** Within 10 calendar days from the date of hire, the College will provide the Association President (or designee), in an editable, digital format, each new bargaining unit employee's name, date of hire, job classification, [building and office number](#), cellular, home, and work telephone numbers, work and personal email addresses, and home or personal mailing address.

The College shall provide a designated representative of the Association with 60 minutes during regularly scheduled work hours, without loss of pay or benefits, within 30 days of each new bargaining unit employee's start of bargaining unit work for the purpose of providing general information about the Association and its duties as exclusive bargaining agent. [The parties agree to hold monthly orientation meetings for this purpose, although the meeting may be cancelled if there are no new hires. CACOCC will be granted a designated period during the orientation to present new information to new classified employees. Communications from supervisors or administrators will not imply that attendance is optional. College will make reasonable efforts to ensure other events for classified new hires are not concurrently scheduled.](#)

10. **Ongoing Duty to Provide Updated Bargaining Unit Employee List.** Every 120 calendar days, the College will provide to the Association in an editable, digital format a list of all bargaining unit employees along with each employee's corresponding date of hire, job classification, [building and office number](#), cellular, home, and work telephone numbers, work and personal email addresses, and home or personal mailing address.
11. **Changes to or Within Bargaining Unit Positions.** In addition to providing the new employee information and updated list every 120 days, the College will notify the Association President (or designee) monthly in writing of any other changes to or within bargaining unit positions, including permanent or temporary changes or assignments. For temporary changes, notification will include the length, the reason and the intended recruitment date for the temporary appointment position. Examples include, but are not limited to, when employees are temporarily assigned to positions out of the unit, or when in-unit positions have been reclassified out of the unit or filled on a temporary basis.
12. **Temporary Reassignment of Bargaining Unit Members.** The College agrees to notify the Association President (or designee) quarterly with a report listing all irregular wage employees to allow the association to track compliance with the rules set forth in Article 10 "Part-time employees" and Article 1 "Definition of Bargaining Unit"; report contents shall be determined between the Association, Human Resources and Payroll. At a minimum, this report shall include employee name, position title, department, hours worked and the hire date.

#### ARTICLE 4: MANAGEMENT RIGHTS

1. The parties to this agreement recognize that the College retains and reserves to itself all rights, powers, duties, authority and responsibilities conferred on and invested in it by the laws of the State of Oregon and the Administrative Rules of the Oregon State Board of Education. The parties further recognize that the expressed terms of this Agreement shall be controlling over any College policy, administrative rule and

regulation which may be, in whole or in part, in conflict with the expressed terms of this Agreement. In the event that there is a conflict between Article 4 and a specific article in this agreement, the specific article shall supersede. All management rights not expressly specified in Article 4 Management Rights or modified by this Agreement are reserved by the College. Specific rights include, but are not limited to, the right to administer the College including the right to employ, assign, transfer, evaluate, and discipline based on just cause. The college reserves the right to determine the physical location of individuals, departments, divisions and activities.

2. Other rights include, but are not limited to, the right to determine financial policy, including budgeting and accounting procedures and reports; determine the administrative organization of the College, including determining the necessary number of administrative and supervisory personnel and prescribing their duties and responsibilities; determine the size and characteristics of the staff; determine the type of work to be done and assignments which are not inconsistent with this agreement. Also included is the right to determine the control and use of College buildings, property, materials and equipment; determine health, safety and property protective measures and procedures that do not have a direct and substantial effect on the on-the-job safety of bargaining unit employees; determine ancillary services to be rendered by the College.
3. The College may contract out bargaining unit work when there is a business necessity, and only for the duration of that necessity. A business necessity exists when there is a need for labor that cannot be filled by a bargaining unit employee or employees. Subcontracting is not intended to displace classified employees or eliminate positions, but rather to meet limited duration operational and business needs in a timely way. The College will notify the Association when any formal action (e.g. 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 Association 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. [At one labor-management meeting each year, the college and the association will review a complete list of all outside contracts pertaining to bargaining unit work.](#)

## ARTICLE 5: GRIEVANCE PROCEDURE

For the purpose of this agreement, a grievance is defined as a dispute regarding the meaning or interpretation of a particular clause of this agreement or alleging a violation of this agreement. "Working days" shall mean those weekdays when College administrative offices are open. In an effort to provide for a prompt and orderly resolution of grievances, the parties agree to the following procedures:

1. **Step One: Review with Supervisor.** When an employee and/or the Association believes that they have a grievance, they may discuss the grievance with the immediate supervisor within ~~twenty (20)~~[thirty \(30\)](#) working days of when they knew or reasonably should have known of the alleged contract violation. The employee and/or Association and the supervisor shall have ten (10) working days to resolve the grievance through informal channels. The ten (10) working days shall commence the day after the meeting with the supervisor. The supervisor shall document their actions taken toward solving the grievance and give a copy of this response to the grievant, ~~Chief Human Resources Officer~~[Human Resources Department](#) and the

President of the Association at the end of the ten (10) working days. Grievances resolved at this stage will not set the precedence for future grievances.

**2. Step Two – Initiating a Formal Grievance.** If the grievance has not been resolved to the satisfaction of the grievant, the grievant and/or the Association may, within ~~five (5)~~fifteen (15) working days after the response of the supervisor at Step One (1), initiate a formal written grievance to the appropriate Vice President/Director/Senior Leadership Team (SLT) member, date and sign it and include the following:

- a) The specific factual basis of the grievance, including the date of its occurrence;
- b) The provision or provisions of this agreement which have been allegedly misinterpreted or violated; and
- c) The specific remedy sought which will resolve the grievance.

The appropriate Vice President/Director/SLT member shall be given the written grievance and will note receipt of the same by countersigning and dating the original. The appropriate Vice President/Director/SLT member shall provide a copy of the signed grievance to the grievant and to the Association within ~~five (5)~~ten (10) working days after receipt of the written grievance.

The grievant and/or the Association and the Vice President/Director/SLT member shall meet within ~~five (5)~~ten (10) working days from delivery of the signed copy from the Vice President/Director/SLT member to the grievant/Association to attempt to resolve the grievance. If they cannot resolve the grievance, the Vice President/Director/SLT member shall provide a written response to the grievance within ~~five (5)~~ten (10) working days.

Grievances protesting action taken above a supervisory level may be initiated at Step Two (2).

**3. Step Three – Grievance Appeal.** If the grievance is not resolved to the satisfaction of the grievant and/or Association, the grievant and/or Association may submit the written grievance to the President of the College. If the grievant elects to submit a written grievance to the President of the College, the grievant shall provide the President of the Association with a copy of the grievance. The written grievance must be filed with the President's Office within ~~five (5)~~fifteen (15) working days after the receipt of the written Step Two (2) response. The President of the College shall respond to the grievance, to the grievant and to the President of the Association, in writing, within ten (10) working days after receipt of the written grievance.

**4. Step Four – Grievance Arbitration.**

- a) If the grievance remains unresolved after receipt of the College President's written response in Step Three (3), above, the Association may, within ~~twenty (20)~~thirty (30) working days of the College President's written Step Three (3) response, submit a written notice to the President of the College requesting that the grievance be arbitrated.

- b) Upon written receipt of the notice from the Association, the College and the Association shall jointly request a list of ~~five (5)~~seven (7) arbitrators be supplied from the Employment Relations Board. Whether the College or the Association 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. 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 a time and place for a hearing on the written grievance that is mutually satisfactory to the College and the Association. The Arbitration hearing shall be conducted according to the Voluntary Arbitration Rules of the American Arbitration Association.
- 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 end of the hearing. A decision of the arbitrator shall, within the scope of their 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 and provisions of the agreement. They shall confine their 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 such 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 Association.

#### **5. Miscellaneous.**

- a) Grievance meetings will be scheduled at a mutually agreeable time, during the scheduled work hours of the involved parties and witnesses. Meetings held during scheduled work hours, shall be treated as scheduled working time. (ORS 243.798.1a, ORS 243.798.1g)
- b) Any or all time limits set herein may be waived by mutual consent in writing of the parties.
- c) 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.
- d) 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.
- e) 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.

- f) Evidence not presented at Step Two (2) above, may not be presented at Step Four (4) 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.
- g) A grievant may be represented at Steps One (1) – Three (3) of this procedure by themselves or by a representative of the Association. If the grievant or the college is to be represented by legal counsel, the Association President (or designee) and the College shall provide reasonable notice of representation to the other party before any grievance meeting occurs.
- h) The number of Association representatives participating in the processing of a grievance shall be limited to two (2) at the first three (3) steps of the grievance procedure.
- i) The Association shall have the right and duty to represent individual employees within the bargaining unit. Such representation shall be accorded any bargaining unit member, whether or not they are an Association member.
- j) [A grievance notice, response, or other relevant documentation may be submitted electronically via email. An electronic signature will have the same legal effect as a handwritten signature for purposes of this article.](#)
- k) [All grievances shall be handled in a professional manner. The College prohibits retaliation against any member and/or representative who, in good faith, submits a grievance and/or participates in the grievance procedure.](#)

#### **ARTICLE 6: NO STRIKES AND LOCKOUTS**

1. **Prohibited Activities.** Inasmuch as there are other means, both by law and through this agreement for the resolution of disagreements that may arise during the term of this agreement, the College and the Association agree as follows:
  - a) During the term of this agreement, the College shall not, because of a dispute with the Association, deny employment to any member of the Association or to any employee covered by the terms of this agreement. The foregoing shall not be construed to place any limitation or restriction on the College's right to lay off employees, consistent with the terms of this agreement.
  - b) During the term of this agreement, the Association and/or individual employees covered by the terms of this agreement will not initiate, cause, permit or participate or join in any strike, work stoppage, slowdown, refusal to report to work, mass absenteeism, or other interruptions, or interference with work except as allowed under ORS 243.698. In the event of a violation of the above by the Association or by the members of the bargaining unit, the Association will immediately, upon notification by the College, attempt to secure an immediate and orderly return to work. The employee is liable for damages when participating in such prohibited activity so long as such activity persists.

- c) Notwithstanding the above, the College may also discipline, including discharge, any individual employee involved in any of the above-defined activities provided there is just cause.
2. **No Limitations.** The obligations of this article shall not be affected or limited by the subject matter involved in the dispute-giving rise to the lockout or the work stoppage or by whether such subject matter is or is not subject to the grievance procedures of this agreement.

## ARTICLE 7: HOURS OF WORK

1. **Hours of Work.** ~~Salaries~~ Wages at the College are based on a 40-hour workweek. For full-time employees, the days of work and the hours of work during the day will be continuous except as necessitated by special events, programs, or holidays. The College may set other hours, and/or days, to complete the necessary work of the College, but first must consult with the affected employee(s). The appropriate supervisor has the option of allowing the employee to take the two 15-minute rest periods at the beginning, during, or at the end of the day in order to work a 7 ½-hour day.
- a) A 40-hour week may consist of five (5) 8-hour days, four (4) 10-hour days, or any combination of regularly scheduled hours that totals 40 hours. Employees may request flexible schedules other than regular 8-hour schedules, but such scheduling shall be subject to mutual agreement in writing with the appropriate supervisor and approval by Human Resources, based on the staffing and operating requirements of the College.
- b) The standard workweek schedule begins at 12:01 a.m. on Monday and runs through 11:59 p.m. on Sunday. The College retains the right to establish alternative workweek schedules based on the staffing and operating requirements.
2. **Reporting to Duty Requirements.** All classified staff ~~is~~ are required to report for duty on regularly scheduled workdays even though classes may not be in session for students. ~~If any exception due to extreme conditions is to be made, employees are responsible for finding out if classes are cancelled or the College is closed, or on a delayed schedule, by registering with the COCC Emergency Notification System, logging onto the College website at [www.cocc.edu](http://www.cocc.edu) or by listening to announcements on local media stations.~~ Certain exceptions to this requirement will occasionally occur, such as emergency closures and/or delays. It is the responsibility of the employee to be informed of such exceptions. Employees may become so informed by registering with the COCC Emergency Notification System, by logging onto the College website at [cocc.edu](http://cocc.edu) or by listening to announcements on local media stations. There shall be no reduction in wages or benefits due to emergency closure.
3. **Work Schedule Changes**
- a) Temporary adjustments in an employee's work hours and/or days for up to ninety (90) calendar days will be made within five (5) working days advance notice, except where emergency situations (e.g., snow removal) interfere with the normal operation of the College. In emergency situations, the affected employee will be notified as soon as possible after there is a determination of an emergency situation.

- b) The College will follow OSHA guidance with regard to Article 22.1 related to safe working conditions. When necessary, employees will work with supervisors for temporary accommodations to address potentially unsafe or unhealthful working conditions.
  - c) The College follows ORS 437-002-0156 guidance for Heat Illness Prevention. The College follows ORS 437-002-1081 for Air Quality. These rules can be found on the College Risk Management webpage.
  - d) Longer term or permanent changes to an employee's work hours and/or days will require ten (10) working days' notice.
  - e) Non-emergency work schedule changes may be made without advance notice upon mutual agreement of the employee and their supervisor.
4. **Meals Breaks.** Each employee is entitled to at least thirty (30) minutes of uninterrupted time without pay for a meal period for work shifts longer than six (6) hours. If an employee's meal period is interrupted for other than de minimus work related reasons, the employee shall be paid for the entire meal period as if it had been worked.

#### ARTICLE 8: OVERTIME

1. **Definition.** For a definition of "Overtime" and a definition of "Standard Workweek," please refer to the definition of terms page at the front of this document.
2. **Part-Time Employees.** Part-time employees who work in excess of forty (40) hours in a workweek as a result of their initial assignment or a combination of jobs at the College are eligible for overtime to be paid in accordance with section 3 of this article.
3. **Overtime Approval.** All planned overtime must be pre-approved in writing by the appropriate supervisor or budget administrator ~~with the completion of a signed overtime authorization form~~. In the event of an emergency or unplanned circumstances, a verbal approval can be given by the supervisor or budget administrator, with the approval documented after the fact ~~on the overtime authorization form~~. ~~When overtime is worked, it will be compensated in either overtime pay or compensatory time off; the choice will be that of the employee. Compensatory time off must be taken within three (3) months following the day the time was worked or it will be paid. Overtime is earned at a 150% premium.~~ For each hour of overtime worked, the employee will earn ~~either~~ one and one half (1.5) hours of ~~compensatory time off or~~ pay.
- ~~4. **Use of Compensatory Time.** All compensatory time off shall be approved in writing in advance by the appropriate supervisor. If the College requests that the employee work at the time the employee was scheduled to take the compensatory time off, the employee shall have the option of either rescheduling that compensatory time off together with the immediate budget administrator as per Section 3 above, or opting for payment for that previously earned time. If, however, an emergency situation (as defined in Section 5 below) conflicts with the scheduled compensatory time off, it shall be rescheduled, using the procedure in this paragraph.~~

~~5.~~ **Declining Overtime and Emergency Needs.** Except when the employee's job description includes snow related or emergency response duties ~~for emergency situations~~, an employee may decline work in excess of eight (8) hours in a 24-hour period when working five 8-hour days (or in excess of ten (10) hours per day in the event an employee is assigned a four day week) or forty (40) hours in a seven day period, and the College will not discriminate against the employee for declining. Part time employees may decline work in excess of their normal shifts within a weekly period. ~~Emergency situations include snow removal, equipment breakdown, or other situations which interfere with the normal operation of the College.~~

**6.4. Distribution of Overtime Throughout the Department.** The College will attempt to assign overtime equitably among those employees within a department interested in overtime, and having the expertise to perform the needed work.

## ARTICLE 9: PROBATIONARY PERIOD

- 1. Probationary Period Conditions.** Except as noted in Section 4 below, the probationary period for new classified staff shall be six (6) months, with the six (6) months beginning on the employee's first work day and ending six (6) months later (e.g., if a 12-month employee begins on February 12, the six (6) month marker is August 12). During this six (6) month probationary period, or the College-optional extension, an employee may be discharged only for just cause, under Article 25, Discipline and Discharge. ~~Prior to the completion of the probationary period, an employee may be discharged without cause and without appeal.~~ In no event shall new employees hired by the College serve less than six (6) months of probation. At the option of the College, this six (6) month probationary period may be extended, but not more than three (3) additional months (using the previous example, the three (3) months concludes on November 12). If the College extends the probationary period, it will, in writing, specify the areas in which improvement is needed in the employee's job performance, as described in Article 26, Section 10. Note that off-contract and leave without pay time does not apply toward the six (6) month probationary period.
- 2. Regular Status.** Regular status appointment will occur after the employee:
  - a) has worked the initial appropriate probationary period in a position, and
  - b) has received a satisfactory evaluation, and
  - c) has received recommendation and approval for placement on regular status.
- 3. Wage Increase and Vacation Use.** If an employee begins between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) day ~~on the first work day~~ of the month, they will receive a one (1) step wage increase ~~and may access accrued vacation hours~~ when they move to regular status. If an employee begins on any day ~~other than~~ after the first work fifteenth (15<sup>th</sup>) day of the month, they will convert to regular status in accordance with Article 9.2 and the one (1) step wage increase ~~and access to vacation accrual~~ will begin the first day of the next month following six months of employment. Paid time off (e.g. vacation, sick, personal time) is accessible from the first working day and is dictated by the related articles of this CBA (Articles 15, 16, 19, respectively).

4. **Accepting New Positions and Probationary Period.** Bargaining unit members who accept an appointment to a higher classification position within the bargaining unit will have a probationary period of three (3) months in the new appointment, starting when the employee begins training in earnest in the new position. Under these circumstances, employees will receive a one (1) step wage increase when they move to regular status.

At the option of the College, this three (3) month probationary period may be extended, but not more than three (3) additional months. If the College extends the probationary period, it will, in writing, specify the areas in which improvement is needed in the employee's job performance.

During this three (3) month probationary period, or the College-optional extension, an employee may be discharged only for just cause, under Article 25, Discipline and Discharge.

5. **Non-suitability for Position.** Should the College determine that the employee is not suited to the new position for other than disciplinary reasons, the College will make every reasonable effort to transfer the employee into an available bargaining unit position which is similar to the employee's previous position. If such position is not available, the employee will be placed on layoff status with recall rights in accordance with Article 24, Section 6.

#### ARTICLE 10: PART-TIME EMPLOYEES

1. **Benefits.** Part-time bargaining unit members shall receive prorated benefits only as specifically provided by the provisions of this agreement.
2. **Proration of Benefits.** Unless otherwise specific, ~~W~~when benefits allowed under this article are prorated, they shall be prorated in accordance with the following schedule:
  - a) If the employee is scheduled to work 20 to 29 hours per week, benefits will be prorated at fifty percent (50%).
  - b) If the employee is scheduled to work 30 to 39 hours per week (.75 FTE), benefits will be ~~prorated at seventy five percent (75%)~~ prorated at 90% of the cost of such insurance; .75 FTE classified employees will pay 10% of the health insurance premium.
3. **Positions Less Than 20 Hours Per Week.** It is the College's right to establish the number of hours that its employees work. However, if a new position is established wherein the employee works between sixteen (16) and nineteen (19) hours per week inclusive, the appropriate ~~Senior Leadership Team~~ Vice President member will review the position after a period of ~~one year~~ nine (9) months and determine whether the scheduled hours per week be raised to twenty (20) or more, or decreased to fifteen (15) or less and report to Human Resources what will happen with the position. If the hours will be greater than 20 hours per week, Human Resources will then confer with the CACOCC President or their designee for the purpose of obtaining input. Such a decision will be wholly that of management and not subject to the grievance procedure.

## ARTICLE 11: DIRECT COMPENSATION

1. **Wage.** The College and CACOCC agree to the following changes to classified wages effective July 1, ~~2022~~ 2025 through June 30, ~~2025~~2028:

a) The parties have adopted the wage “step” schedule in Appendix A which reflects wages for ~~July 1, 2022~~ ~~– June 30, 2023~~ the term of this contract. The schedule represents a 2% step for the length of this current contract and the following wage increases per the identified fiscal years as follows:

2025-2026      4.00% increase

2026-2027      4.00% increase

2027-2028      4.00% increase

Additionally, the current Step 1 will be removed from every grade level and the current Step 2 will become the “bottom” step or Step 1. The step numbering will then be adjusted accordingly. This change will be effective on July 1, 2026 after the step increases occur.

~~i) The wage schedule reflects a two percent (2%) increase between each step within each grade.~~

~~ii) Existing bargaining unit employees will be placed on this schedule by taking their current wage, increasing it by four percent (4%), then placing them on the step closest to their new wage (some employees will receive higher and some lower than four percent (4%) due to this rounding). The College will provide back pay reflecting these increases retroactive to July 1, 2022, 30 days following execution of this agreement by both parties.~~

~~iii)~~ i) Employees newly hired into a bargaining unit position will be placed at ~~Step 1, 2 or 3~~ the appropriate step of their pay grade, depending on prior relevant work experience, education or degrees in a closely related job field, and/or meeting or exceeding preferred qualifications.

~~a) Effective July 1, 2023, the entire wage step schedule will be increased by one and a half percent (1.5%), as reflected in Appendix B.~~

~~b) Effective July 1, 2024, the entire wage step schedule will be increased by one and a half percent (1.5%), as reflected in Appendix C.~~

~~e)~~ a) Each July 1, employees will advance one step ~~on the new schedule~~ in their pay grade (e.g. from step 2 to step 3). Any future step advancements and wage increases beyond the period noted in Article 31, Duration, will be paused during period of negotiations, and are not automatically awarded unless mutually agreed upon by both parties in successor negotiations.

i) Employees who were at Step 20 of the step schedule in the prior year will remain at step 20 in subsequent years ~~(with the 1.5% schedule increases in subsections b and c)~~. In addition, ~~beginning July 1, 2023 and each~~ for the period of this contract only, July 1 ~~thereafter~~, they will receive a

lumpsum payment in the amount of one percent (1%) of their annual wages from the just-completed year.

## **2. Payroll.**

a) Payroll Draws: Bargaining unit members may request, in writing, a draw of up to sixty (60) percent of accrued compensation ~~twice~~ four (4) times per calendar year.

~~b) The cost of payroll assessments exclusive of the employee portions of FICA and Workers Compensation insurance will be paid by the College.~~

## **3. Working Out of Classification.**

a) The College may temporarily assign an individual to work for not more than ninety (90) days in any fiscal year in a position other than their regular permanent classification. In the event an employee is assigned to a higher classification and performs the work required to fulfill the classification for a period exceeding five (5) regular working days the employee shall receive an increase in pay to the minimum step of the new wage grade or 5% of current wage, whichever is higher, starting with the sixth (6) day.

b) Notwithstanding the above, the College and the employee may agree to an on-the-job training program assignment. Details of the training program assignment are determined by the College. The employee may, in writing, request the anticipated duration as well as other elements of the training program be specified in writing prior to entering into the program.

## **4. Call Time Occurrence/Premium Time Pay (PTP).**

a) Definition. For a definition of "Call Time" and "Call Time Occurrence," please refer to Article 1. For the purposes of clarification, employees report on their web timesheets any call time as Premium Time Pay (PTP).

b) Exceptions to Definition. The call time occurrence provision does not apply to 1) additional hours assigned to the end of an employee's shift, before their regular shift ends, or 2) additional hours of work assigned in advance. Additionally, the call time rate will not apply to any hours an employee works in excess of 40 hours in a week. Hours worked in excess of 40 hours a week will be compensated in accordance with Article 8 Overtime.

c) Call Time/PTP Compensation and Hours. The rate of pay for a call time/PTP occurrence will be one and one-half (1.5) times the employee's base pay rate for the number of call time hours worked. A call time/PTP occurrence will be a minimum of two (2) hours, unless the call time occurrence begins less than two (2) hours prior to the start of the employee's regularly scheduled shift. When a call time/PTP occurrence precedes the start of an employee's regular shift, the employee's shift will be adjusted to the degree possible to stay within an eight (8)-hour workday, or the number of hours the employee normally works per day.

- d) Any hours worked after the call time/PTP occurrence ends will be paid at the employee's regular rate of pay. When a call time/PTP occurrence ends an hour or more prior to the start of the employee's regular shift, the employee has the following options:
  - i) The employee may leave work and return at the start of their regular shift (or at a later time agreed upon by the supervisor); or
  - ii) The employee may continue to work until they have completed their regular number of hours for that day.

If the call time/PTP occurrence ends within less than an hour before the start of the employee's regular shift, the employee will continue their normal work duties and will be paid at the call time rate for the remainder of the hour, until the start of the regular shift.

- 5. **Excused from Work due to Non-Disciplinary Reasons.** If an employee reports to work as scheduled and is excused from duty for non-disciplinary reasons, they shall be paid for their work shift for that day at their regular rate.
- 6. **Shift Premium.** Bargaining unit members whose regular full-time or part-time work schedules are such that sixty percent (60%) or more of their regularly scheduled shift falls within the period from 4:00 p.m. to 6:00 a.m. will receive a five percent (5%) per hour shift differential in addition to their regular wage rates. For those persons whose regular full-time or part-time work schedules are such that sixty percent (60%) or more of their regularly scheduled shift falls within the period from 10:00 p.m. to 6:30 a.m., the shift differential shall total eight percent (8%) per hour in addition to regular wage rates.
- 7. **Bilingual Pay.** Employees may receive bilingual pay provided that the following conditions are met:
  - a) The position's job description is designated as requiring bilingual skills; ~~and~~or
  - b) The employee is assigned by their department to use the skill; or
  - ~~b)c~~c) The employee demonstrates fluency in a second language that is related and necessary to the performance of their work as determined by the College.

Bilingual is defined as fluency in both English and the second language. Fluency includes the ability to converse, read, write and/or translate in English and the second language as necessitated by the job. Employees eligible for bilingual pay will receive a 5% bilingual pay differential applied to their annual wage. If an employee's job description or assignment is changed such that the employee is no longer performing bilingual duties, their wage will be adjusted downward 5% to reflect the change in bilingual pay differential. Bilingual pay is effective the first pay period after all conditions are met and there is no retroactivity. Removal of bilingual pay is effective the first pay period after bilingual duties have ceased.

- 8. **Snow Removal and Fire Suppression. Employees will be paid an additional 1.5% per hour when doing snow removal and active fire suppression. Active fire suppression is indicated when there is an active fire near the**

[COCC campus and classified employees are asked to perform specific activities related to directly combating or minimizing the fire hazard.](#)

## ARTICLE 12: 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 [\(1.0 FTE\) and .75 FTE part-time](#) employees at 90% of the cost of such insurance; [these 1.0 FTE and .75 FTE](#) classified employees will pay 10% of the health insurance premium.

If the Federal Government, the State of Oregon or any taxing authority taxes or otherwise increases the costs of health insurance paid by the College, Article 12 of the contract ~~will~~ [may](#) be re-opened [by the College or by the Association](#).

[The College will, in preparation for the 2026 open enrollment insurance period, explore the possible benefits and impacts of the current composite and tiered insurance rate premium structures across all employee groups. The College will confer with the Association President on the results to gather input.](#)

- 2. Part-Time Employees.** Part-time bargaining unit members shall be entitled to pro-rated insurance benefits in accordance with Article 10 of this contract.
- 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 eligible for long-term disability insurance coverage. The College will pay premiums for full-time classified employees for term life insurance equal to \$50,000. Employees may purchase additional insurance at individual expense in increments of \$10,000.

## ARTICLE 13: PUBLIC EMPLOYEE RETIREMENT SYSTEM

The College shall participate in the State of Oregon Public Employees Retirement System and shall pay the employee's contributions to same. Unused accumulated sick leave will be reported upon separation of employment to Oregon PERS pursuant to governing regulations.

## ARTICLE 14: HOLIDAYS

- 1. College Holidays.** Holidays are specifically set forth as follows:

January 1	New Year's Day
January	Martin Luther King Day
May	Memorial Day
June	Juneteenth
July 4	Independence Day

August/September	Friday prior to Labor Day
September	Labor Day
November 11	Veterans Day
November	Thanksgiving
November	Day after Thanksgiving
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, including the day observed as Christmas as outlined in section 2 below.

**2. Weekend Holidays.** Whenever a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as a holiday. Employees working an irregular workweek shall receive the same number of holidays as employees working a regular workweek.

**3. Holiday Compensation.**

- a) If an employee is scheduled to and does work a regular shift on either a holiday, or a day observed in lieu of a holiday, they shall be compensated at 150% of regular pay for the time worked and entitled to their choice of receiving holiday pay at the straight time rate or an alternate paid day off in lieu of the holiday at a time mutually agreeable to the employee and the College within three months following the worked holiday.
- b) Part-time bargaining unit members shall also be compensated at 150% of regular pay for all holiday time worked and shall be entitled to their choice of receiving holiday pay at the straight time rate or an alternate amount of paid time off, commensurate with their normal work day, at a time mutually agreeable to the College and the employee within three months following the worked holiday.
- c) If an employee is called in to work any part of an unscheduled shift on a holiday they shall be credited for a minimum of two (2) hours work time at 150% of regular pay and entitled to their choice of receiving holiday pay at the straight time rate or paid time off equal to the amount of time worked at a time mutually agreeable to the College and the employee within three (3) months following the worked time.
- d) A holiday is classified as eight working hours for payroll purposes.

**4. Holiday Eligibility.** Employees will be eligible to receive compensation for all holidays that fall between the start and end date of their work year provided, however, they are in approved pay status their last scheduled work day before and after the holiday.

**ARTICLE 15: VACATIONS**

1. **Vacation Accrual.** Vacation accrual shall be determined by an employee's length of continuous service with the College since their last date of hire provided that employees who begin work prior to the 16th of the month will accrue vacation as though they worked the entire month, and that employees who begin work on the 16th of the month or later will accrue no vacation that month. An employee's continuous service record shall be broken by voluntary resignation, discharge or retirement. If an employee returns to work in any capacity within two (2) years, the break in continuous service shall be removed from their record.

0 through end of <del>72</del> <u>36</u> * months	10 hours/ month worked
<del>73</del> <u>37</u> months through end of <del>120</del> <u>60</u> months	12 hours/ month worked
<del>121</del> <u>61</u> months through end of <del>168</del> <u>120</u> months	14 hours/ month worked
<del>169</del> <u>121</u> + months	15 hours/ month worked

\*All of the adjusted accrual time frames that are agreed upon in the first year of this contract (2025-2026) will go into effect within 60 days of ratification. Each classified employee will then begin to accrue future vacation based on these adjusted length of service periods with no respective application of accruals or timeframes.

2. **Vacation Accrual and Probationary Period.**

- ~~a) Bargaining unit members shall be entitled to take accrued vacation after successfully completing the six (6) month probationary period.~~

Probationary bargaining unit members shall be entitled to use banked vacation, with supervisor approval during the first six (6) months of employment, and accrued vacation after successfully completing the six (6) month probationary period.

Banked vacation hours cannot exceed the total banked vacation time earned.

Banked vacation hours will not be paid out to an employee upon separation if their employment with the college ends prior to the completion of their six (6) month probation period.

Definitions:

Banked vacation hours – Monthly vacation hours that are put into a banked account on the employee record prior to the completion of their initial six (6) months of employment.

Accrued vacation hours – Monthly vacation hours earned after completing the six (6) month probationary period as a regular employee.

3. **Expiration and Use of Accrued Vacation Hours.**

- a) There is no cap on the amount of vacation accrual, however unused vacation may expire ("use it or lose it") under the terms provided in this section. Vacation accrued in any given fiscal year (July 1 – June 30) must be used by August 31 of the following calendar year (14 months later). The college will run a report by May 1<sup>st</sup> showing the name of each bargaining unit employee, how many hours are subject to expire on the upcoming August 31<sup>st</sup>, and which department they are in. This report shall be sent to the Associations.

- b) Employees may work with their supervisors and ~~SLT members~~[Vice Presidents](#) for additional options and flexibility in the event there are ~~around~~ extenuating circumstances, including options to extend the period to use their vacation by four months in order to use up to 40 hours of their expiring vacation.

#### 4. Requests for Planned Vacation Leave.

Requests:

- a) Of more than two days shall be submitted to [the employee's](#) supervisor for approval not less than three weeks in advance;
- b) For two days or less must be made a week in advance; and
- c) For any duration that are made less than a week in advance may be approved when in the judgment of the appropriate supervisor the work of the College will not be impeded.
- d) Approval of vacation will be based on other vacation schedules within the work unit, the needs of the department, and the overall interests of the College. Vacation requests planned in this manner can be changed only by mutual agreement of the employee and the appropriate supervisor. All vacation requests must be made via a vacation request form.

- 5. **Accrued Vacation Hours Upon Separation.** Regular employees will be compensated for accrued vacation at the employee's current rate of pay at the time of separation from the college in accordance to ORS 652.140.
- 6. **Accrued Vacation Hours and Immediate Resignations.** In [the](#) case of death or in the event that an employee must leave their job without proper notification because of death or critical illness in the immediate family, compensation for accrued vacation time shall be paid at the employee's current rate of pay.
- 7. **Accrued Vacation for Part-Time Employees.** Part-time employees who are members of the bargaining unit shall accrue vacation leave on a prorated basis in accordance with Article 10.

### ARTICLE 16: SICK LEAVE

- 1. **Sick Leave Accrual.** Employees shall accrue sick leave at the rate of eight hours per month employed. An employee who begins work prior to the 16th of the month will accrue sick leave as though they 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.
- 2. **Sick Leave Notification to Supervisor.** An employee shall notify their immediate supervisor prior to or as soon as possible after the beginning of a scheduled shift when absent due to personal illness or any of the other designated uses of sick leave, except as specifically provided herein.

**3. Doctor Certification.** Human Resources may require certification by the employee's health care provider of the need to use sick leave at any time it appears that an employee may be abusing sick leave privileges. The College shall consider time the Employee spends to obtain the certification, including time spent at the doctor's visit as regular work hours. The College shall pay the employee's out-of-pocket cost as listed on the "Explanation of Benefits" statement for an office visit necessitated by the requirement of doctor certification. If an employee's health care provider indicates that an employee may return to duty, failure to do so upon written request could result in discipline or termination by the College in accordance with Article 25.

**4. Workers' Compensation.** Time loss for sickness or injury incurred because of employment, in most cases, is compensable under the State of Oregon Workers' Compensation law. When compensation is received for leave under this law, the employee shall receive the difference between the disability payment and regular wage until accrued sick leave is expended.

**5. Uses of Sick Leave.**

- a) **The Employee's Own Illness.** Absence due to the employee's own illness, injury, or health condition.
- b) **Medical Appointments.** Absence due to the need for medical diagnosis, care, treatment, or preventative treatment, including medical, dental and eye appointments for the employee or a family member, shall be reported as sick leave and rounded to the nearest half-hour.
- c) **Family Sickness.** Sick leave may be used to cover absence, due to the illness, injury or health condition of a member of the immediate family of the employee or to enable the staff member to be with members of the immediate family when an emergency occurs due to illness, or accident, the Oregon Military Family Leave Act, and certain situations related to domestic violence, harassment, sexual assault or stalking as defined by federal or state law in the event of a public health emergency as defined by law.
- d) **FMLA/OFLA/PLO/Oregon Military Family Leave Act/Oregon Law Protecting Victims of Domestic Violence, Harassment, Sexual Assault or Stalking.** The parties acknowledge applicability of the federal Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), Paid Leave Oregon (PLO) the Oregon Military Family Leave Act, and Oregon law providing leave to Victims of Domestic Violence, Harassment, Sexual Assault or Stalking (ORS 659A.270 *et seq.*) to employees represented by the Association.

The parties further agree to the following provision in the administration of these laws:

- i) Employees must use sick leave or other forms of paid leave to which they are entitled under the collective bargaining agreement concurrent with ~~the~~ any approved FMLA/OFLA leave, when not using Paid Leave Oregon (see item 7 below).
- ii) ~~The FMLA/OFLA "leave year" is considered to be a twelve (12) month period rolling backward from~~

~~each qualifying event.~~

- ~~iii) During the period of FMLA, OFLA, OMFLA leave or leave for DV, Harassment, Sexual Assault, or Stalking, the employer's insurance contribution toward the health plan will continue at the level and under the conditions coverage would have been provided if the employee had continued to be employed continuously during the leave.~~
- ~~iv) The employer's determination of FMLA/OFLA eligibility may require medical certification that the leave is needed due to an FMLA or OFLA qualifying condition of the employee or that of a covered member of the family. At the College's expense, a second opinion may be requested.~~
- ~~v) ii) As required under FMLA/OFLA, employees must give 30 days written notice in advance of foreseeable leave. When the need for leave is unforeseeable, employees must give verbal notice when practicable or within 24 hours of starting a leave.~~

- ~~e) **Personal Leave.** A full-time classified staff member shall have available two 8.0-hour workdays of non-accumulative personal leave per fiscal year, which shall be charged against accrued sick leave when used. A part-time classified staff member shall have this amount pro-rated by their FTE which shall be charged against accrued sick leave in hours when used.~~

~~Personal leave must be requested 24 hours in advance of the leave, except in cases of emergency. Prior notification and approval from the supervisor are required. Such approval will not be unreasonably withheld.~~

- 6. Accrued Sick Leave for Part-Time Employees.** Part-time employees who are members of the bargaining unit shall accrue sick leave on a prorated basis in accordance with Article 10.

- 7. Paid Leave Oregon.** The [Paid Leave Oregon FAMILI \(PLO\)](#) program provides employees with up to 12 weeks of leave per year with partial wage replacement funded through payroll contributions. The employer will follow ~~Oregon FAMILI program (currently known as Oregon Paid Leave)~~ [PLO](#) and Oregon Employment Department (OED) regulations with the following modifications/clarifications:

- [a\)](#) Employees may choose to supplement the [FAMILI PLO](#) weekly benefit amount by using their accrued sick and/or vacation time up to 100% of their wages. For example, if the employee's [FAMILI PLO](#) weekly benefit amount is 80% of their weekly wage, they may use their accrued sick or vacation in order to receive the equivalent of their full weekly wage.

- ~~a) b)~~ [Seniority and benefits shall continue to accrue while the employee is out on paid leave.](#)

## ARTICLE 17: BEREAVEMENT LEAVE

- 1. Annual Bereavement Leave.** Employees in the Bargaining Unit shall have available up to five (5) paid days of Bereavement Leave in a fiscal year per incidence of death [or life altering illness](#) of an immediate family member [as defined in the Oregon Family Medical Leave Act \(OFLA\)](#). Any bereavement leave shall run concurrently with state or federal laws.

2. **Additional Bereavement Leave and Use of Sick Leave.** Employees in the Bargaining Unit will be granted the bereavement leave in alignment with ~~Oregon Family Medical Leave Act (OFLA)~~. Accrued sick and vacation time can be used to cover any bereavement days needed beyond the five (5) paid bereavement day allotted in Article 17.1. The Chief Human Resources Officer (or designee) in collaboration with the immediate supervisor, may grant extra leave, at their discretion for unusual or critical circumstances. The employee may use available sick, vacation, or leave without pay under these circumstances.
3. **Bereavement Leave for ~~Non-Immediate Family Members~~Other Relationships.** Leave granted for other family relationships not listed above may be granted on a case-by-case basis. The granting or denial of additional discretionary leave by the Human Resources Director (or designee) and the immediate supervisor shall not be subject to the grievance procedure under Article 5 of this contract.
4. **Bereavement Leave for Part-Time Employees.** Part-time employees shall be granted five (5) days of paid bereavement leave based on their regular or existing work schedule.
5. **Non-Accumulation of Bereavement Leave.** This leave is not cumulative, and may not be used for any reason other than stated in this contract.

#### ARTICLE 18: OTHER LEAVES OR ABSENCE WITH PAY

1. **Court and Jury Duty.** Full-time and part-time bargaining unit members of Central Oregon Community College shall not have deductions made from their wage for required appearances in court or hearings resulting from a call to jury duty, subpoena, or a request to appear to testify where the staff member is not personally involved in the action as a plaintiff, the defendant, or the object of the investigation. The employee shall provide their immediate supervisor and the College's Payroll Department with a copy of any notice to appear in court upon receipt of such notice. Any remuneration received for such appearances held on a workday, less travel costs, will be endorsed to the College. Any employed full-time and part-time bargaining unit members excused from appearing in court before the end of their regular College workday shall report back to their supervisor to coordinate the remainder of their shift.
2. **Workshops, Conventions and Professional Meetings.** Employee requests for paid leaves of absence to attend workshops, conventions and professional meetings directly related to the employee's job requirements will be considered upon approval by the supervisor and appropriate budget administrator. The College will also consider reimbursement of registration, meals, lodging and travel expenses for such attendance in accordance with College policy. Employee and supervisor may request use of professional development funds in accordance with Article 21.3
3. **Absence Caused by Abnormal Situations.** Pay will be granted in cases where absence is occasioned by inability to reach the place of employment caused by closure of public transportation, flood, storm or other Act of God when, in the judgment of the appropriate ~~Senior Leadership Team member~~Vice President, every reasonable effort shall have been made to anticipate such emergency and to make the necessary arrangements to be available for work.

4. **Military Reserve-Leave.** Military leave shall be provided in accordance with federal and State of Oregon law.

#### ARTICLE 19: PERSONAL LEAVE

1. A full-time classified staff member shall have available three 8.0-hour workdays of non-accumulative personal leave per fiscal year, which shall be charged against accrued sick leave when used. A part-time classified staff member shall have this amount pro-rated by their FTE which shall be charged against accrued sick leave in hours when used.~~A bargaining unit member may, with the concurrence of their supervisor, arrange time off for personal business. At the same time such arrangements are made, the employee and the supervisor will arrange for the time to be made up or sick time used in accordance with Article 16. In no event shall such rescheduling result in overtime compensation.~~
- 1.2. Personal leave must be requested 24 hours in advance of the leave, except in cases of emergency. Prior notification and approval from the supervisor are required. Such approval will not be unreasonably withheld. Use of personal time will not result in overtime compensation.

#### ARTICLE 20: LEAVES OF ABSENCE WITHOUT PAY

Leaves Without Pay (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 leave of absences may be granted to regular employees as follows:

1. **Short-Term Leave Without Pay.** Short-term leave without pay may be approved by the immediate supervisor and/or budget administrator. Employees must report a short-term LWOP on the Leave Request form and must also report the LWOP on time sheets.
2. **Long-Term Leave Without Pay (LWOP).** Long-term LWOP must be requested in writing prior to the beginning of the leave and may be approved by the appropriate Senior Leadership Team member based on the staffing and operating requirements of the College. Unpaid leaves shall be considered for reasons including, but not limited to disability, parental leave, education, Association business and 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 College 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.
3. **Leave of Absence without Permission.** Employees who are absent from their duties without notifying their immediate supervisor shall be considered absent without permission. Such absence without good cause shall be grounds for discipline. If an employee is away from work without permission, their pay will be deducted accordingly.

#### ARTICLE 21: TUITION AND PROFESSIONAL DEVELOPMENT

1. **Tuition Benefit.** All ~~full or part-time~~ bargaining unit members ~~in regular status~~, or their spouse, documented domestic partner, or dependent to the age of 25 years 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 classified employees from free enrollment in specific classes when limited enrollment might create a hardship on regular college students.
  - b. Enrolling tuition-free in a course shall be permitted only when the number of tuition-paying students justifies the continuation of the class.
  - c. The employee pays whatever laboratory fees or other fees which are paid by tuition-paying students in the course.
- 2. Supervisor-Directed Course.** With the approval of the supervisor an employee may take a job-related COCC course; the course shall be free of tuition, fees, and book costs; class and associated travel time need not be made up. With the approval of the supervisor, an employee may take a class not related to their job during their regular work schedule; however, any course expenses not covered by Article 21.1 are the responsibility of the employee and any work hours missed must be made up, with hours to be approved by their supervisor.

**3. Professional ~~Development~~ Improvement Fund (PIF).** ~~For year one (1) of this contract, the current Professional Development Fund (PDF) balance will be reduced by \$50,000. For each subsequent year of the contract,~~ On July 1 of each year of the contract, if the ~~PDF~~ Professional Improvement Fund (PIF) balance is below \$30,000, the College will deposit \$15,000 within 60 calendar days. The money will be maintained in the College's general fund. ~~#The money~~ will be used to provide an opportunity for employees to attend on-campus and off-campus workshops, conferences and other short-term training programs, degree programs or other educational pursuits related to career development or advancement. Unused 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. Review of PIF requests shall be subject to the approval of the PIF Committee.

- a. Funds from this account may also be used by College officers in coordination with Association officers for planning and expediting in-service workshops designed primarily for classified College employees. Such funds shall be under the direction of the Chief Human Resource's Budget Officer (or designee) who shall consult with the Association President in developing a plan for the expenditure of funds each fiscal year.
- b. Staff may request advance payment for training pursuant to the PIF Committee review process. The College will make reasonable efforts to process payments promptly. If the bargaining unit member does not attend or complete the course/program and/or event, then they may be liable for all non-refunded costs associated with the same. The College reserves the right to deduct the non-refunded costs from the bargaining unit member's pay as mutually agreed upon in writing with the member.

## ARTICLE 22: WORKING CONDITIONS

- 1. Safety.** The College and the Association recognize that safe work areas, safe equipment, safe work habits and practices, and safe operations are a mutual benefit to employee and employer alike and therefore, a

mutual obligation. Unsafe or unhealthful practices, behaviors, and conditions should be called to the attention of those responsible, whether employer or employee, and the College's Human Resource Department, and once so identified, should be remedied as soon and as fully as possible. An employee's disregard for safe work habits and practices shall be cause for discipline. An employee, who in good faith and for cause, declines to perform an unsafe job or work with unsafe equipment and reports the existence of an unsafe condition or practice to the employee's immediate supervisor, shall not be disciplined or discriminated against. In addition to physical safety, General Policies Manual G-32-0 is incorporated here by reference.

**2. Tools and Equipment.** The College will not require employees to furnish tools, ~~or~~ equipment, or uniforms. The College will provide personal protective equipment legally required for public safety, custodial and maintenance employees. If the equipment is lost or damaged beyond normal wear and tear or not returned upon termination, the employee is responsible for reimbursing the college or replacing it at the employee's expense. Employees may request from their supervisor, subject to VP approval, reimbursement up to one hundred dollars (\$100) per fiscal year to offset the replacement cost of items that were personally purchased and that experienced high wear and tear due to the nature of their specific job duties related to their employment. Such requests shall not be unreasonably denied.

~~2.3.~~ Any tools, equipment, or clothing that are provided by the College and are reasonably related to the safe and efficient performance of the employee's job shall continue to be provided at not less than the standards in effect at the time this agreement is signed. If a tool, equipment, clothing is discontinued during the life of the contract it shall be discussed at the LMT if an issue is raised.

### ARTICLE 23: VACANCIES

**1. Posting of Vacancies.** Whenever a job opening occurs in an existing job classification within the bargaining unit, or as the result of the creation of a new job that falls within the bargaining unit, vacancy notices will be posted on the College website.

**2. Transferring Employees to Vacant Positions.** The College retains the right to transfer classified employees to vacant positions within the same position title regardless of whether the transfer is voluntary or involuntary, consistent with the language below. ~~however~~ However, if a new or vacant position occurs within a classified wage grade, the College will post in accordance with section 1. An involuntary transfer is defined as an employee being transferred to another position/shift/role without the employee initiating the transfer and without the employee's consent. Before initiating an involuntary transfer, the College shall first seek volunteers. In making an involuntary transfer, every effort shall be made to consider the following factors:

- a. Employee preferences
- b. work experience
- c. relevant training and certification
- d. bilingual ability, and
- e. recency of previous involuntary transfers.

Involuntary transfers shall not result in a reduction in benefits or compensation. Involuntary transfers and voluntary transfers that are not processed through the hiring process shall not reset the probationary period and shall receive a step. An employee subject to involuntary transfer shall be notified as soon as possible.

**3.3. Filling of Vacancies.** The qualifications of all applicants will be given equal consideration so that vacancies will be filled by the best-suited applicant available. Qualifications for a position will include the application and all required supporting documents, the interview, reference checks and criminal history check. If a regular status College classified employee meets the posted minimum required qualifications of the open classified position, they will be interviewed. If the screening committee, after reviewing all of the qualifications of the candidates, determines that an internal candidate's qualifications are equal to an external candidate's qualifications, the internal candidate will be selected for the position. The Human Resources Department will notify the President of CACOCC of the non-selection of an internal candidate and the reasons why the external candidate was selected. Should the internal candidate not be selected, they will be notified by either a representative from the Human Resources Department or the hiring supervisor accordingly and, if requested, informed as to why they were not selected

**3.4. Past Disciplinary Action and Vacancies.** Employees having a record of disciplinary action within ~~twelve~~ six (6) months prior to the vacancy announcement may be ineligible to interview for vacant positions as deemed appropriate by the College.

**4.5. Hiring Decisions.** Hiring decisions are not subject to the grievance procedure. The College's failure to comply with the hiring procedures, as specified in this article, however, are grievable.

#### ARTICLE 24: REDUCTIONS IN STAFF

1. In the event the College determines a reduction of staff (layoff) is necessary, the College shall determine which and how many positions, will be eliminated and shall implement such reduction in staff. The College reserves the right to place employees where it needs them in compliance with this Article.

The Association will be given notice in writing of an impending layoff thirty (30) working days prior to the commencement or implementation of layoffs. At the time of this notification, Human Resources will provide the Association with a comprehensive list, delineating all classified positions, the incumbent employee and their years of seniority. Members of the bargaining unit impacted by the impending layoff will be notified by Human Resources and provided a list of positions they are eligible to bump within their current wage grade.

The Association may request to meet with a designated College representative to discuss the pending layoff within the above noted thirty (30) working day period. As part of the discussions relative to layoff procedures, the Association may provide the College with suggestions or recommendations for reduction. However, such suggestions or recommendations shall not be construed as a right to bargain such issues, nor shall they delay the College from placing its determined course of action into effect.

The College and the Association agree that, for the purposes of layoff and recall, full-time and part-time employees' bumping and recall rights will be limited to their respective employment categories of full-time and part-time within the bargaining unit. Part-time, and full-time, are defined on the Definitions page of this

agreement.

**2. Procedure of Layoff.** The determining factor for layoff will be seniority within the bargaining unit. Seniority is defined on the Definitions page of this agreement.

a) Seniority shall be used only to determine eligibility for bumping privileges and recalls due to layoffs, therefore:

- i. Any employee returning to the bargaining unit within two (2) years of leaving it, whether voluntarily, or through layoff, shall be credited with their seniority for all time within the bargaining unit prior to leaving.
- ii. Any employee returning later than two (2) consecutive years shall lose their seniority with the bargaining unit.

b) Bumping Privileges.

- i. A regular, classified employee identified for layoff, is the bumping employee. They shall be entitled to bump into the next position held by the least senior incumbent employee when the following criteria is met:
  - a. the incumbent employee has less seniority than the bumping employee, in their wage grade, and
  - b. the bumping employee meets the minimum qualifications as defined by the job description on file with Human Resources at the time of the bumping.
- ii. If there is a vacant position in the same wage grade as the bumping employee, and the bumping employee meets the minimum qualifications for the position as defined by the job description on file with Human Resources, the bumping employee will be placed in the vacant position before bumping other positions.
- iii. If there is no position in the bumping employee's existing wage grade for which they meet the minimum qualifications and has seniority over, they may bump the least senior position for which they are qualified for and has seniority over, in the next lower wage grade.
- iv. The bumping employee may continue bumping at subsequent lower wage grades until the bumping employee finds a position for which they are qualified and has seniority over the incumbent employee. The bumping employee must take the first position for which they are qualified.
- v. If the person is not eligible for any positions, the bumping employee will be placed on layoff status.
- vi. An employee who is unable, or chooses not to bump, shall be placed on layoff status.
- vii. The bumping process can only occur within classified bargaining unit positions, but may be college-wide.

c) Procedures for Bumping. The bumping employee notified of impending layoff must inform the Chief Human Resources Officer (or designee), in writing, within ten (10) business days following notification of layoff, of their desire to engage in the bumping process. This notification will remain in effect until the employee is placed in a position, or placed on layoff status.

- i. Once the position they are able to bump into is identified, the Chief Human Resources Officer will conduct a review of the identified position to ensure the job description for the incumbent position is accurate and determine if the employee meets the minimum qualifications.
- ii. The review will be conducted through an interactive process with the bumping employee.
- iii. The review may consider any active Plan of Assistance the bumping employee is participating in or recent, unsatisfactory performance evaluations/issues, if the area of deficiency would negatively affect the bumping employee's ability to perform the essential job functions for the position.
- iv. The bumping employee will have a maximum of three (3) months to learn and perform the duties and responsibilities of the new position, with a required performance appraisal at the end of the three (3) month probationary period.
- v. At the end of the three (3) month probationary period, if the College determines the employee is not able to perform the duties of the position, they will be placed on layoff status with recall rights to a position in their wage grade prior to the reduction in accordance with Section 5 of this article.

**3. Wage Placement.** An employee who bumps into a new position shall retain their current wage, if it is within the wage grade of the position into which they have bumped. If the bumping person's current wage is higher than the maximum of the new wage grade, the wage will be reduced to the maximum of the new wage grade. Changes to wage will take effect the first of the month following the date the employee begins work in the new position.

**4. Layoff Status.** For a period of eighteen (18) months following the date of layoff an employee shall be classified as on layoff status and their name will be maintained on a layoff eligibility list.

- a) At the end of the eighteen (18) month period, or sooner if the employee so requests, the employee's name shall be removed from the list and they will be deemed fully terminated.
- b) An employee on layoff status shall not be entitled to any pay, status, benefits, or employment rights other than those specifically provided in this Article.
- c) An employee on layoff status shall promptly inform the office of Human Resources, in writing, of any change of address. If the College mails a certified letter to employee's last recorded address and it is returned unclaimed, the employee in layoff status will be deemed terminated.

Employees on layoff status will be able to utilize the Employee Assistance Program within the guidelines of the plan.

- d) The College may provide COCC tuition for one term as mutually agreed by the employee and the College.

**5. Applying for Vacant Positions.** In accordance with Article 23 in this agreement, an employee on layoff status may apply for a position at the College that is open for recruitment. [The employee on layoff status shall be treated as an internal candidate for the purposes of Article 23, Section 3.](#)

**6. Recall.** In the event of a recall of classified employees by the College, laid off employees will be recalled by wage grade and seniority in the same order in which they were laid off. [Meeting the minimum qualifications of a specific recall position shall be sufficient, and necessary, for being eligible for that recall position.](#)

a) Procedures for recall:

- i. When a recall position becomes available, the wage grade will be determined by the College.
- ii. The College shall notify the Association and all eligible laid off employees of the recall position to be filled.
- iii. The employees shall have five (5) business days in which to notify the College of their desire to be re-employed in the position(s).
- iv. Any employee on layoff status, with recall rights, shall have first option for the position they held at the time of the layoff, should it become available within the 18 month layoff period.
- v. If the incumbent employee is not available to accept the position, the most senior employee on the layoff list, who, at the time of layoff, was at or above the designated wage grade for the recall position will be offered the position. [If no employee on the layoff list who has expressed their desire to be re-employed in the position was, at the time of layoff, at or above the designated wage grade for the recall position, then the most senior employee on the layoff list will be offered the position.](#)
- vi. If the employee accepts the recall position, they will be removed from the layoff list and placed in the recall position.
- vii. If the employee refuses the recall position, they will remain on the layoff list and the next most senior employee, ~~who, at the time of layoff, was at or above the designated wage grade for the recall position,~~ becomes eligible and will be offered the position, until the position is filled.
- viii. If the College is unable to find an eligible laid off employee to fill a recall position, the position shall be subject to normal filling of vacancy procedures.
- ix. The methods to be removed from the layoff list are:
  - a. Employee asks to be removed.
  - b. 18 month layoff period is exhausted.
  - c. Employee is placed into a position.

- d. Employee is terminated due to unclaimed certified mail.

#### ARTICLE 25: DISCIPLINE AND DISCHARGE

1. **Documented Just Cause.** Employees within the bargaining unit and covered under this agreement may be disciplined only for documented just cause.
2. **Discipline Process Privacy.** The College, the Association and its members shall conduct matters of discipline in a confidential manner which is consistent with the circumstances involved. ~~so as to minimize embarrassment to College personnel.~~
3. **Potential Disciplinary Actions.** Disciplinary actions or measures shall ~~normally~~ include only the following: written reprimand, suspension with or without pay (notice to be given in writing), demotion and discharge. All steps of the disciplinary and investigatory process, including meetings and decisions, shall be communicated in writing to the affected employee and to the Union President. Reductions in staff (layoff) due to declining enrollment, elimination of programs, or lack of funds are governed by Article 24 and are not disciplinary in nature.
4. **Timing of Disciplinary Action.** Disciplinary actions will be initiated no later than sixty (60) calendar days from the date that the appropriate College personnel are notified of the information requiring disciplinary action. The sixty (60) calendar days shall be extended on an “as needed” basis upon notice by the College to the Association of an ongoing investigation that may result in disciplinary action. The College and the Association may hold these timelines in abeyance by written mutual agreement.
5. **Appealing a Suspension or Discharge.** Grievances protesting suspension or discharge or suspension without pay or demotion may be initiated a Step 2; Article 5.

#### ARTICLE 26: PERSONNEL FILES

1. **Reviewing Personnel Files.** Each employee shall have the right to review the contents of their official personnel file maintained by the office of Human Resources and any unofficial personnel file maintained by their department or supervisor exclusive of confidential recommendations received prior to the date of employment.
2. **Personnel File Contents.** Each employee’s official personnel file shall contain, but not be limited to, the following information accumulated after the effective date of this agreement:
  - Original Job Application
  - Original and subsequent Job Descriptions
  - Evaluations/Performance Reviews
  - Wage changes/reclassification
  - Disciplinary Documents
  - Any documents provided by the employee, such as certificates, degrees, training documents

Neither the contents of any of the above listed items nor the procedures leading to their completion shall be subject to the grievance procedure merely because they appear in the abovementioned list. Inclusion of an item on the list cannot be construed to bind the College to continue use of any forms or procedures in their current form or formats.

- 3. Notification of Materials in Personnel Files.** All signed documents by the employee and any wage changes or job classification notices will be placed in an employees' personnel file by Human Resources. Notifications from HR that affect all Classified Association members shall be disseminated to the CACOCC Executive Team.
- 4. Responses to Personnel File Contents.** The employee may also include in their official personnel file a written response to any material in the file.
- 5. Copies of Personnel File Materials.** An employee may request a copy of any materials (exclusive of confidential recommendations received prior to the date of employment) in accordance with applicable Oregon statutes.
- 6. Access to Personnel Files.** Access to an employee's official personnel file shall be limited to only the employee involved, such administrators of the College who are assigned to review or place materials therein, such clerical personnel whose duty it is to maintain official personnel files, the Board of Directors, acting as a body, and such College committees, which in compliance with this agreement, are charged to consider personnel matters. All employee personnel files shall be stored in secure surroundings when not in use by those officially designated herein.
- 7. Disciplinary Content in Personnel Files.** Classified employees will have an opportunity to review and sign any document involving disciplinary content before that document is included in an employee's official personnel file.
  - a. The signature of the classified employee attests to a review of the material submitted and acknowledgement that the material is being sent to the official personnel file.
  - b. The employee signature attests awareness of the submission and does not imply agreement with the action.
  - c. Any document properly placed in the official personnel file may be used in a hearing, or other action, as deemed appropriate by management.
  - d. This action does not preclude a manager's right to maintain and use calendar notes, or other informal records.
- 8. Removing Contents from Personnel Files.** At any time, an employee shall have the right to indicate those materials at least five (5) years old in their official personnel file that they believe to be obsolete, excluding performance evaluations. Such identified materials may be removed from the official personnel file upon mutual agreement of the employee and the President of the College (or designee).

- 9. Annual Evaluations.** Annual evaluations of regular status employees will be carried out each year by March 15. If the employee receives an unsatisfactory evaluation, the employee's immediate supervisor and the employee will prepare a plan of assistance which will be submitted to the appropriate Senior Leadership Team member by April 1. If the employee has met the conditions of the plan of assistance, the employee's evaluation will be deemed satisfactory and the increase will be awarded retroactive to July 1, although the language associated with the original evaluation will not be changed. If the conditions of the plan of assistance have not been met, the College may hold the increase and continue the plan for an additional 90 days or until the conditions of the work plan are met, whichever is shorter. If the conditions are met, the employee will be given the full amount of the increase retroactively and the evaluation will be deemed satisfactory. If the conditions are not met, termination procedures will begin.
- 10. Plans of Assistance.** A plan of assistance prepared in accordance with section 9 above or as a result of a performance/behavioral issue(s) occurring outside of the annual evaluation will contain a statement of the issues, expected improvements and timelines for the expected improvements and consequences for failure to make such improvements. The plan of assistance will be submitted and remain as part of the employee's personnel file.

#### ARTICLE 27: RECLASSIFICATION PROCEDURE

Central Oregon Community College has established, and endeavors to maintain, an orderly, rational, consistent, and systematic structure of job classification. The College realizes that, over time jobs and conditions evolve and necessitate change. As a consequence, a review of classified position descriptions and job classifications may be initiated by an employee, a supervisor and/or a Senior Leadership Team member. All reclassification requests will be discussed with the president of the Association or their assigned representative. A possible outcome of a review will be to consider the reclassification, either upward or downward, of a position. The College's failure to comply with the procedure as specified in this article is grievable, however any outcomes of the reclassification are excluded from the grievance procedure. The procedures for reclassification and appeal process are as follows:

- 1. Frequency of Reclassification Requests.** Reclassification requests by classified employees, supervisors, and Vice Presidents for a particular position may be submitted once in any twelve (12) month period.
- 2. Required Reclassification Materials.** Requests for reclassification shall include a current Job Description Worksheet and Position Description along with a Reclassification Questionnaire that clearly identifies the additional duties and responsibilities to justify the review. Reclassification requests must be based on permanent and substantive changes in the position. Reclassification requests must be submitted to the immediate supervisor.
- 3. Supervisor Review Timeline.** Within ten (10) working days of receipt of the request, the immediate supervisor will review the reclassification request and identify, in writing, areas of agreement or disagreement with the Reclassification Questionnaire.
- 4. Submission to Human Resources.** The immediate supervisor will then submit the reclassification request, along with their comments, to the office of Human Resources. Within twenty (20) working days of receipt,

the office of Human Resources will make a final determination of the position duties, and, if the changes in the position are permanent and substantive, rate the position.

- a) If the rating warrants reclassification of the position, the request and the new rating will be submitted to the appropriate Senior Leadership Team (SLT) member for review. The SLT member will have ten (10) working days from the date of receipt to review the position. If the position is approved for reclassification by the SLT member, the reclassification will be effective the first month following approval.

Also effective with that date, an employee approved for reclassification at minimum, and based on legally required pay-equity, will receive an increase in pay to the minimum of the new wage grade or 5%, whichever is higher, ~~but not to exceed 6%~~. The employee will be notified by the office of Human Resources in writing.

- b) If the Senior Leadership Team member does not approve the position content and new rating, the duties identified as permanent and substantive changes will be removed and the reclassification request procedure ends. The employee will be so notified in writing by the office of Human Resources.
- c) If the rating does not result in a reclassification, the affected employee ~~submitting the request~~and the Association will be notified in writing by the office of Human Resources. The affected employee may, within ~~five (5)~~ten (10) working days of the date of receipt of the notification (as verified by electronic mail), appeal the rating on a one-time only basis.
- d) The appeal must be submitted to the office of Human Resources in writing and shall consist of only new or clarifying information not taken into consideration in the initial evaluation.
- e) Within ~~five (5)~~ten (10) working days of receipt of the appeal, if new and clarifying information is identified, the position will be rated taking the new information into consideration. If the position ~~does is again determined to~~ not warrant ~~reclass, the~~ reclassification, the affected employee and the association will be notified and the reclassification appeal procedure ends.

#### **ARTICLE 28: 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. The parties shall, upon written request of either party, reopen the specific sections or language for negotiation pursuant to ORS 243.698.

#### **ARTICLE 29: WAIVER**

The Association and the College both acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the

College and the Association, for the term of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter specifically addressed [and bargained to completion](#) in this agreement, except as otherwise provided in Article 28, Savings. [The Association maintains all rights under ORS 243.698.](#)

**ARTICLE 30: FUNDING**

1. **Recognition.** The parties to this Agreement recognize that revenue necessary to operate the College’s educational and service programs and its facilities and operations must be approved by established budget procedures and, in certain circumstances by vote of the citizens of the College district.
2. **Renegotiation Provision.** Therefore, pursuant to ORS 243.702, the parties agree that, when the College is unable to perform to the terms of this agreement, then, on written request of either party, the agreement shall be reopened and renegotiated.

**ARTICLE 31: DURATION**

Effective dates of this agreement are July 1, ~~2022-2025~~ through June 30, ~~2025~~[2028](#). The Classified Association of Central Oregon Community College shall notify the College of its intent to negotiate a successor agreement no later than October 30, ~~2024~~[2027](#).

Signatures:

FOR THE ASSOCIATION

FOR THE COLLEGE

\_\_\_\_\_  
~~Allison K. Dickerson~~[Representative](#)  
Classification Association of COCC

\_\_\_\_\_  
~~Bruce Abernethy~~[Board Chair](#)  
COCC Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Appendix A. ~~2022-23~~2025-2026 Classified Wage Schedule**

YEAR	22-23	22-23	22-23	22-23	22-23	22-23	22-23	22-23	22-23	22-23	22-23	22-23	22-23	22-23	22-23	22-23	22-23	22-23	22-23	22-23
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
14	\$ 18.36	\$ 18.73	\$ 19.10	\$ 19.48	\$ 19.87	\$ 20.27	\$ 20.68	\$ 21.09	\$ 21.51	\$ 21.94	\$ 22.38	\$ 22.83	\$ 23.28	\$ 23.75	\$ 24.23	\$ 24.71	\$ 25.20	\$ 25.71	\$ 26.22	\$ 26.75
15	\$ 19.38	\$ 19.77	\$ 20.16	\$ 20.57	\$ 20.98	\$ 21.40	\$ 21.83	\$ 22.26	\$ 22.71	\$ 23.16	\$ 23.62	\$ 24.10	\$ 24.58	\$ 25.07	\$ 25.57	\$ 26.08	\$ 26.60	\$ 27.14	\$ 27.68	\$ 28.23
16	\$ 20.40	\$ 20.81	\$ 21.22	\$ 21.65	\$ 22.08	\$ 22.52	\$ 22.97	\$ 23.43	\$ 23.90	\$ 24.38	\$ 24.87	\$ 25.36	\$ 25.87	\$ 26.39	\$ 26.92	\$ 27.46	\$ 28.00	\$ 28.56	\$ 29.14	\$ 29.72
17	\$ 21.42	\$ 21.85	\$ 22.29	\$ 22.73	\$ 23.19	\$ 23.65	\$ 24.12	\$ 24.60	\$ 25.10	\$ 25.60	\$ 26.11	\$ 26.63	\$ 27.17	\$ 27.71	\$ 28.26	\$ 28.83	\$ 29.41	\$ 29.99	\$ 30.59	\$ 31.20
18	\$ 22.44	\$ 22.89	\$ 23.35	\$ 23.81	\$ 24.29	\$ 24.78	\$ 25.27	\$ 25.78	\$ 26.29	\$ 26.82	\$ 27.35	\$ 27.90	\$ 28.46	\$ 29.03	\$ 29.61	\$ 30.20	\$ 30.81	\$ 31.42	\$ 32.05	\$ 32.69
19	\$ 23.46	\$ 23.93	\$ 24.41	\$ 24.90	\$ 25.39	\$ 25.90	\$ 26.42	\$ 26.95	\$ 27.49	\$ 28.04	\$ 28.60	\$ 29.17	\$ 29.75	\$ 30.35	\$ 30.95	\$ 31.57	\$ 32.21	\$ 32.85	\$ 33.51	\$ 34.18
20	\$ 24.48	\$ 24.97	\$ 25.47	\$ 25.98	\$ 26.50	\$ 27.03	\$ 27.57	\$ 28.12	\$ 28.68	\$ 29.25	\$ 29.83	\$ 30.42	\$ 31.02	\$ 31.63	\$ 32.25	\$ 32.88	\$ 33.52	\$ 34.18	\$ 34.85	\$ 35.54
21	\$ 25.50	\$ 26.01	\$ 26.53	\$ 27.06	\$ 27.60	\$ 28.15	\$ 28.72	\$ 29.29	\$ 29.88	\$ 30.47	\$ 31.08	\$ 31.71	\$ 32.34	\$ 32.99	\$ 33.65	\$ 34.32	\$ 35.01	\$ 35.71	\$ 36.42	\$ 37.15
22	\$ 26.52	\$ 27.05	\$ 27.59	\$ 28.14	\$ 28.71	\$ 29.28	\$ 29.87	\$ 30.46	\$ 31.07	\$ 31.69	\$ 32.33	\$ 32.97	\$ 33.63	\$ 34.31	\$ 34.99	\$ 35.69	\$ 36.41	\$ 37.13	\$ 37.88	\$ 38.63
23	\$ 27.54	\$ 28.09	\$ 28.65	\$ 29.23	\$ 29.81	\$ 30.41	\$ 31.01	\$ 31.63	\$ 32.27	\$ 32.91	\$ 33.57	\$ 34.24	\$ 34.93	\$ 35.63	\$ 36.34	\$ 37.07	\$ 37.81	\$ 38.56	\$ 39.33	\$ 40.12
	Starting in 2023-2024, and each year thereafter, those at Step 20 for 2022-2023 will receive 1% longevity bonus based on their annual salary in addition to the annual increase.								2.00% Increase											
									2.0% Step											

YEAR	25-26	25-26	25-26	25-26	25-26	25-26	25-26	25-26	25-26	25-26	25-26	25-26	25-26	25-26	25-26	25-26	25-26	25-26	25-26	25-26	25-26
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	
14	\$ 19.67	\$ 20.06	\$ 20.46	\$ 20.87	\$ 21.29	\$ 21.71	\$ 22.15	\$ 22.59	\$ 23.04	\$ 23.50	\$ 23.97	\$ 24.45	\$ 24.94	\$ 25.44	\$ 25.95	\$ 26.47	\$ 27.00	\$ 27.54	\$ 28.09	\$ 28.65	
15	\$ 20.77	\$ 21.18	\$ 21.61	\$ 22.04	\$ 22.48	\$ 22.93	\$ 23.39	\$ 23.86	\$ 24.33	\$ 24.82	\$ 25.32	\$ 25.82	\$ 26.34	\$ 26.87	\$ 27.40	\$ 27.95	\$ 28.51	\$ 29.08	\$ 29.66	\$ 30.26	
16	\$ 21.86	\$ 22.30	\$ 22.74	\$ 23.20	\$ 23.66	\$ 24.14	\$ 24.62	\$ 25.11	\$ 25.61	\$ 26.13	\$ 26.65	\$ 27.18	\$ 27.72	\$ 28.28	\$ 28.84	\$ 29.42	\$ 30.01	\$ 30.61	\$ 31.22	\$ 31.85	
17	\$ 22.95	\$ 23.41	\$ 23.88	\$ 24.36	\$ 24.84	\$ 25.34	\$ 25.85	\$ 26.37	\$ 26.89	\$ 27.43	\$ 27.98	\$ 28.54	\$ 29.11	\$ 29.69	\$ 30.29	\$ 30.89	\$ 31.51	\$ 32.14	\$ 32.78	\$ 33.44	
18	\$ 24.04	\$ 24.53	\$ 25.02	\$ 25.52	\$ 26.03	\$ 26.55	\$ 27.08	\$ 27.62	\$ 28.17	\$ 28.74	\$ 29.31	\$ 29.90	\$ 30.49	\$ 31.10	\$ 31.73	\$ 32.36	\$ 33.01	\$ 33.67	\$ 34.34	\$ 35.03	
19	\$ 25.14	\$ 25.64	\$ 26.15	\$ 26.68	\$ 27.21	\$ 27.75	\$ 28.31	\$ 28.87	\$ 29.45	\$ 30.04	\$ 30.64	\$ 31.25	\$ 31.88	\$ 32.52	\$ 33.17	\$ 33.83	\$ 34.51	\$ 35.20	\$ 35.90	\$ 36.62	
20	\$ 26.23	\$ 26.75	\$ 27.29	\$ 27.83	\$ 28.39	\$ 28.96	\$ 29.54	\$ 30.13	\$ 30.73	\$ 31.35	\$ 31.97	\$ 32.61	\$ 33.26	\$ 33.93	\$ 34.61	\$ 35.30	\$ 36.01	\$ 36.73	\$ 37.46	\$ 38.21	
21	\$ 27.32	\$ 27.87	\$ 28.42	\$ 28.99	\$ 29.57	\$ 30.16	\$ 30.77	\$ 31.38	\$ 32.01	\$ 32.65	\$ 33.30	\$ 33.97	\$ 34.65	\$ 35.34	\$ 36.05	\$ 36.77	\$ 37.51	\$ 38.26	\$ 39.02	\$ 39.80	
22	\$ 28.41	\$ 28.98	\$ 29.56	\$ 30.15	\$ 30.75	\$ 31.37	\$ 32.00	\$ 32.64	\$ 33.29	\$ 33.96	\$ 34.64	\$ 35.33	\$ 36.03	\$ 36.75	\$ 37.49	\$ 38.24	\$ 39.00	\$ 39.78	\$ 40.58	\$ 41.39	
23	\$ 29.50	\$ 30.09	\$ 30.70	\$ 31.31	\$ 31.94	\$ 32.58	\$ 33.23	\$ 33.89	\$ 34.57	\$ 35.26	\$ 35.97	\$ 36.69	\$ 37.42	\$ 38.17	\$ 38.93	\$ 39.71	\$ 40.50	\$ 41.31	\$ 42.14	\$ 42.98	

**Appendix B. ~~2023-2024~~2026-2027 Classified Wage Schedule**

YEAR	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20		
14	\$ 18.64	\$ 19.01	\$ 19.39	\$ 19.78	\$ 20.17	\$ 20.57	\$ 20.99	\$ 21.41	\$ 21.83	\$ 22.27	\$ 22.72	\$ 23.17	\$ 23.63	\$ 24.11	\$ 24.59	\$ 25.08	\$ 25.58	\$ 26.09	\$ 26.62	\$ 27.15		
15	\$ 19.67	\$ 20.06	\$ 20.47	\$ 20.87	\$ 21.29	\$ 21.72	\$ 22.15	\$ 22.60	\$ 23.05	\$ 23.51	\$ 23.98	\$ 24.46	\$ 24.95	\$ 25.45	\$ 25.96	\$ 26.47	\$ 27.00	\$ 27.54	\$ 28.09	\$ 28.66		
16	\$ 20.71	\$ 21.12	\$ 21.54	\$ 21.97	\$ 22.41	\$ 22.86	\$ 23.32	\$ 23.78	\$ 24.26	\$ 24.75	\$ 25.24	\$ 25.75	\$ 26.26	\$ 26.79	\$ 27.32	\$ 27.87	\$ 28.42	\$ 28.99	\$ 29.57	\$ 30.16		
17	\$ 21.74	\$ 22.18	\$ 22.62	\$ 23.07	\$ 23.53	\$ 24.00	\$ 24.48	\$ 24.97	\$ 25.47	\$ 25.98	\$ 26.50	\$ 27.03	\$ 27.57	\$ 28.12	\$ 28.69	\$ 29.26	\$ 29.85	\$ 30.44	\$ 31.05	\$ 31.67		
18	\$ 22.78	\$ 23.23	\$ 23.70	\$ 24.17	\$ 24.65	\$ 25.15	\$ 25.65	\$ 26.16	\$ 26.69	\$ 27.22	\$ 27.76	\$ 28.32	\$ 28.89	\$ 29.46	\$ 30.05	\$ 30.65	\$ 31.27	\$ 31.89	\$ 32.53	\$ 33.18		
19	\$ 23.81	\$ 24.29	\$ 24.77	\$ 25.27	\$ 25.77	\$ 26.29	\$ 26.82	\$ 27.35	\$ 27.90	\$ 28.46	\$ 29.03	\$ 29.61	\$ 30.20	\$ 30.80	\$ 31.42	\$ 32.05	\$ 32.69	\$ 33.34	\$ 34.01	\$ 34.69		
20	\$ 24.85	\$ 25.34	\$ 25.85	\$ 26.37	\$ 26.90	\$ 27.43	\$ 27.96	\$ 28.54	\$ 29.11	\$ 29.69	\$ 30.29	\$ 30.89	\$ 31.51	\$ 32.14	\$ 32.79	\$ 33.44	\$ 34.11	\$ 34.79	\$ 35.49	\$ 36.20		
21	\$ 25.88	\$ 26.40	\$ 26.93	\$ 27.47	\$ 28.02	\$ 28.58	\$ 29.15	\$ 29.73	\$ 30.33	\$ 30.93	\$ 31.55	\$ 32.18	\$ 32.83	\$ 33.48	\$ 34.15	\$ 34.83	\$ 35.53	\$ 36.24	\$ 36.97	\$ 37.71		
22	\$ 26.92	\$ 27.46	\$ 28.01	\$ 28.57	\$ 29.14	\$ 29.72	\$ 30.31	\$ 30.92	\$ 31.54	\$ 32.17	\$ 32.81	\$ 33.47	\$ 34.14	\$ 34.82	\$ 35.52	\$ 36.23	\$ 36.95	\$ 37.69	\$ 38.45	\$ 39.21		
23	\$ 27.95	\$ 28.51	\$ 29.08	\$ 29.66	\$ 30.26	\$ 30.86	\$ 31.48	\$ 32.11	\$ 32.75	\$ 33.41	\$ 34.07	\$ 34.76	\$ 35.45	\$ 36.16	\$ 36.88	\$ 37.62	\$ 38.37	\$ 39.14	\$ 39.92	\$ 40.72		
	Starting in 2023-2024, and each year thereafter, those at Step 20 for 2022-2023 will receive 1% longevity bonus based on their annual salary in addition to the annual increase.										1.5%	Increase										
											2.0%	Step										

YEAR	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	
14	\$ 20.87	\$ 21.28	\$ 21.71	\$ 22.14	\$ 22.59	\$ 23.04	\$ 23.50	\$ 23.97	\$ 24.45	\$ 24.94	\$ 25.44	\$ 25.94	\$ 26.46	\$ 26.99	\$ 27.53	\$ 28.08	\$ 28.64	\$ 29.22	\$ 29.80	
15	\$ 22.03	\$ 22.47	\$ 22.92	\$ 23.38	\$ 23.85	\$ 24.33	\$ 24.81	\$ 25.31	\$ 25.81	\$ 26.33	\$ 26.86	\$ 27.40	\$ 27.94	\$ 28.50	\$ 29.07	\$ 29.65	\$ 30.25	\$ 30.85	\$ 31.47	
16	\$ 23.19	\$ 23.65	\$ 24.13	\$ 24.61	\$ 25.10	\$ 25.60	\$ 26.11	\$ 26.64	\$ 27.17	\$ 27.71	\$ 28.27	\$ 28.83	\$ 29.41	\$ 30.00	\$ 30.60	\$ 31.21	\$ 31.83	\$ 32.47	\$ 33.12	
17	\$ 24.35	\$ 24.83	\$ 25.33	\$ 25.84	\$ 26.35	\$ 26.88	\$ 27.42	\$ 27.97	\$ 28.52	\$ 29.09	\$ 29.68	\$ 30.27	\$ 30.88	\$ 31.49	\$ 32.12	\$ 32.77	\$ 33.42	\$ 34.09	\$ 34.77	
18	\$ 25.50	\$ 26.01	\$ 26.53	\$ 27.06	\$ 27.60	\$ 28.16	\$ 28.72	\$ 29.29	\$ 29.88	\$ 30.48	\$ 31.09	\$ 31.71	\$ 32.34	\$ 32.99	\$ 33.65	\$ 34.32	\$ 35.01	\$ 35.71	\$ 36.42	
19	\$ 26.67	\$ 27.20	\$ 27.75	\$ 28.30	\$ 28.87	\$ 29.44	\$ 30.03	\$ 30.63	\$ 31.25	\$ 31.87	\$ 32.51	\$ 33.16	\$ 33.82	\$ 34.50	\$ 35.19	\$ 35.89	\$ 36.61	\$ 37.34	\$ 38.09	
20	\$ 27.82	\$ 28.38	\$ 28.95	\$ 29.53	\$ 30.12	\$ 30.72	\$ 31.34	\$ 31.96	\$ 32.60	\$ 33.25	\$ 33.92	\$ 34.60	\$ 35.29	\$ 35.99	\$ 36.71	\$ 37.45	\$ 38.20	\$ 38.96	\$ 39.74	
21	\$ 28.98	\$ 29.56	\$ 30.15	\$ 30.75	\$ 31.37	\$ 32.00	\$ 32.64	\$ 33.29	\$ 33.96	\$ 34.64	\$ 35.33	\$ 36.03	\$ 36.75	\$ 37.49	\$ 38.24	\$ 39.00	\$ 39.78	\$ 40.58	\$ 41.39	
22	\$ 30.14	\$ 30.74	\$ 31.35	\$ 31.98	\$ 32.62	\$ 33.27	\$ 33.94	\$ 34.62	\$ 35.31	\$ 36.02	\$ 36.74	\$ 37.47	\$ 38.22	\$ 38.99	\$ 39.77	\$ 40.56	\$ 41.37	\$ 42.20	\$ 43.04	
23	\$ 31.29	\$ 31.92	\$ 32.56	\$ 33.21	\$ 33.87	\$ 34.55	\$ 35.24	\$ 35.95	\$ 36.67	\$ 37.40	\$ 38.15	\$ 38.91	\$ 39.69	\$ 40.48	\$ 41.29	\$ 42.12	\$ 42.96	\$ 43.82	\$ 44.69	

**Appendix C. ~~2024-2025~~2027-2028 Classified Wage Schedule**

YEAR	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	24-25	
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	
14	\$ 18.91	\$ 19.29	\$ 19.68	\$ 20.07	\$ 20.47	\$ 20.88	\$ 21.30	\$ 21.73	\$ 22.16	\$ 22.61	\$ 23.06	\$ 23.52	\$ 23.99	\$ 24.47	\$ 24.96	\$ 25.46	\$ 25.97	\$ 26.49	\$ 27.02	\$ 27.56	
15	\$ 19.97	\$ 20.37	\$ 20.77	\$ 21.19	\$ 21.61	\$ 22.04	\$ 22.48	\$ 22.93	\$ 23.39	\$ 23.86	\$ 24.34	\$ 24.82	\$ 25.32	\$ 25.83	\$ 26.34	\$ 26.87	\$ 27.41	\$ 27.96	\$ 28.52	\$ 29.09	
16	\$ 21.02	\$ 21.44	\$ 21.87	\$ 22.30	\$ 22.75	\$ 23.20	\$ 23.67	\$ 24.14	\$ 24.62	\$ 25.12	\$ 25.62	\$ 26.13	\$ 26.65	\$ 27.19	\$ 27.73	\$ 28.29	\$ 28.85	\$ 29.43	\$ 30.02	\$ 30.62	
17	\$ 22.07	\$ 22.51	\$ 22.96	\$ 23.42	\$ 23.89	\$ 24.36	\$ 24.85	\$ 25.35	\$ 25.86	\$ 26.37	\$ 26.90	\$ 27.44	\$ 27.99	\$ 28.55	\$ 29.12	\$ 29.70	\$ 30.29	\$ 30.90	\$ 31.52	\$ 32.15	
18	\$ 23.12	\$ 23.58	\$ 24.05	\$ 24.53	\$ 25.02	\$ 25.52	\$ 26.03	\$ 26.56	\$ 27.09	\$ 27.63	\$ 28.18	\$ 28.74	\$ 29.32	\$ 29.91	\$ 30.50	\$ 31.11	\$ 31.74	\$ 32.37	\$ 33.02	\$ 33.68	
19	\$ 24.17	\$ 24.65	\$ 25.15	\$ 25.65	\$ 26.16	\$ 26.68	\$ 27.22	\$ 27.76	\$ 28.32	\$ 28.88	\$ 29.46	\$ 30.05	\$ 30.65	\$ 31.27	\$ 31.89	\$ 32.53	\$ 33.18	\$ 33.84	\$ 34.52	\$ 35.21	
20	\$ 25.22	\$ 25.72	\$ 26.24	\$ 26.76	\$ 27.30	\$ 27.84	\$ 28.40	\$ 28.97	\$ 29.55	\$ 30.14	\$ 30.74	\$ 31.36	\$ 31.98	\$ 32.62	\$ 33.28	\$ 33.94	\$ 34.62	\$ 35.31	\$ 36.02	\$ 36.74	
21	\$ 26.27	\$ 26.80	\$ 27.33	\$ 27.88	\$ 28.44	\$ 29.01	\$ 29.59	\$ 30.18	\$ 30.78	\$ 31.40	\$ 32.02	\$ 32.66	\$ 33.32	\$ 33.98	\$ 34.66	\$ 35.36	\$ 36.06	\$ 36.79	\$ 37.52	\$ 38.27	
22	\$ 27.32	\$ 27.87	\$ 28.43	\$ 28.99	\$ 29.57	\$ 30.17	\$ 30.77	\$ 31.38	\$ 32.01	\$ 32.65	\$ 33.30	\$ 33.97	\$ 34.65	\$ 35.34	\$ 36.05	\$ 36.77	\$ 37.51	\$ 38.26	\$ 39.02	\$ 39.80	
23	\$ 28.37	\$ 28.94	\$ 29.52	\$ 30.11	\$ 30.71	\$ 31.33	\$ 31.95	\$ 32.59	\$ 33.24	\$ 33.91	\$ 34.59	\$ 35.28	\$ 35.98	\$ 36.70	\$ 37.44	\$ 38.19	\$ 38.95	\$ 39.73	\$ 40.52	\$ 41.33	
	Starting in 2023-2024, and each year thereafter, those at Step 20 for 2022-2023 will receive 1% longevity bonus based on their annual salary in addition to the annual increase.										1.5%	Increase									
											2.0%	Step									

YEAR	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27	26-27
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	
14	\$ 21.70	\$ 22.14	\$ 22.58	\$ 23.03	\$ 23.49	\$ 23.96	\$ 24.44	\$ 24.93	\$ 25.43	\$ 25.94	\$ 26.46	\$ 26.99	\$ 27.53	\$ 28.08	\$ 28.64	\$ 29.21	\$ 29.79	\$ 30.39	\$ 31.00	
15	\$ 22.91	\$ 23.37	\$ 23.84	\$ 24.32	\$ 24.80	\$ 25.30	\$ 25.80	\$ 26.32	\$ 26.85	\$ 27.38	\$ 27.93	\$ 28.49	\$ 29.06	\$ 29.64	\$ 30.23	\$ 30.84	\$ 31.46	\$ 32.08	\$ 32.73	
16	\$ 24.11	\$ 24.59	\$ 25.09	\$ 25.59	\$ 26.10	\$ 26.62	\$ 27.15	\$ 27.70	\$ 28.25	\$ 28.82	\$ 29.39	\$ 29.98	\$ 30.58	\$ 31.19	\$ 31.82	\$ 32.45	\$ 33.10	\$ 33.76	\$ 34.44	
17	\$ 25.32	\$ 25.83	\$ 26.34	\$ 26.87	\$ 27.41	\$ 27.96	\$ 28.52	\$ 29.09	\$ 29.67	\$ 30.26	\$ 30.87	\$ 31.48	\$ 32.11	\$ 32.76	\$ 33.41	\$ 34.08	\$ 34.76	\$ 35.46	\$ 36.17	
18	\$ 26.52	\$ 27.05	\$ 27.59	\$ 28.14	\$ 28.71	\$ 29.28	\$ 29.87	\$ 30.46	\$ 31.07	\$ 31.69	\$ 32.33	\$ 32.97	\$ 33.63	\$ 34.31	\$ 34.99	\$ 35.69	\$ 36.41	\$ 37.13	\$ 37.88	
19	\$ 27.74	\$ 28.29	\$ 28.86	\$ 29.44	\$ 30.03	\$ 30.63	\$ 31.24	\$ 31.86	\$ 32.50	\$ 33.15	\$ 33.81	\$ 34.49	\$ 35.18	\$ 35.88	\$ 36.60	\$ 37.33	\$ 38.08	\$ 38.84	\$ 39.62	
20	\$ 28.94	\$ 29.52	\$ 30.11	\$ 30.71	\$ 31.32	\$ 31.95	\$ 32.59	\$ 33.24	\$ 33.91	\$ 34.58	\$ 35.28	\$ 35.98	\$ 36.70	\$ 37.44	\$ 38.18	\$ 38.95	\$ 39.73	\$ 40.52	\$ 41.33	
21	\$ 30.14	\$ 30.74	\$ 31.35	\$ 31.98	\$ 32.62	\$ 33.27	\$ 33.94	\$ 34.62	\$ 35.31	\$ 36.02	\$ 36.74	\$ 37.47	\$ 38.22	\$ 38.99	\$ 39.77	\$ 40.56	\$ 41.37	\$ 42.20	\$ 43.04	
22	\$ 31.35	\$ 31.97	\$ 32.61	\$ 33.27	\$ 33.93	\$ 34.61	\$ 35.30	\$ 36.01	\$ 36.73	\$ 37.46	\$ 38.21	\$ 38.98	\$ 39.76	\$ 40.55	\$ 41.36	\$ 42.19	\$ 43.03	\$ 43.89	\$ 44.77	
23	\$ 32.55	\$ 33.20	\$ 33.86	\$ 34.54	\$ 35.23	\$ 35.93	\$ 36.65	\$ 37.38	\$ 38.13	\$ 38.89	\$ 39.67	\$ 40.47	\$ 41.28	\$ 42.10	\$ 42.94	\$ 43.80	\$ 44.68	\$ 45.57	\$ 46.48	

**Appendix D**  
**Memorandum of Agreement**  
**Retiree Insurance**

This memorandum of agreement is entered into between Central Oregon Community College (hereinafter referred to as the College) and the Classified Association of COCC (hereinafter referred to as the Association) regarding medical insurance for retired and retiring Classified employees. This memorandum of agreement will constitute the entire agreement between the College and the Association regarding medical insurance for retired and retiring classified employees.

Effective June 30, 2002, current classified retirees who are listed on Attachment A are eligible to receive up to \$550.00 per month to be paid by the College toward the cost of their premium for the medical insurance plan. No other retired classified employee shall receive a College contribution for retiree medical insurance.

As of June 30, 2002, classified employees' eligibility for retirement medical insurance and the level of the College contribution to that insurance will be based on the classified employees' years of service as of that date. Those classified employees with 15 or more years of continuous full time service (as of June 30, 2002) and who meet the criteria listed below are eligible to receive up to \$500 per month to be paid by the College toward the cost of their premium for the medical insurance plan in effect for regular status full time employees.

Those classified employees with twelve to fourteen years of continuous full time service (as of June 30, 2002), and who meet the criteria listed below are eligible to receive up to \$300 per month to be paid by the college toward the cost of their premium for the medical insurance plan in effect for regular status full time employees.

The current classified employees and retired classified employees who are eligible for up to either a \$550 per month, \$500 per month or \$300 per month medical insurance contribution are listed on Attachment A to this Memorandum of Agreement. No other classified employees shall receive a College contribution for retiree medical insurance.

The College will participate in the payment of this amount toward the purchase of medical insurance for retiring classified employees according to the following criteria:

The classified employee must be considered by PERS to be a retired member of the COCC staff and must be receiving benefits from PERS under one of the PERS retirement plans. It is the obligation of the retiring classified employee to inform the College as to their status relative to PERS and to any change in PERS status. Failure of the classified employee to notify the College of their PERS status removes all obligations of the College to

~~provide any insurance assistance.~~

~~The classified employee must be between the ages of 55 and 65, and not eligible for Medicare coverage.~~

~~The classified employee must have served the College for fifteen (15) years in continuous service as a regular, full-time COCC employee.~~

~~Spouse, domestic partner and dependent children to the age provided in the current Medical Insurance Plan, who are dependents of the classified employee at their date of retirement, shall be covered under the retiree's medical insurance policy, if the retiree so chooses. Coverage for spouse and dependent children shall remain in force only so long as the classified employee is covered under the provisions of this agreement. In the event of the death of the retiring classified employee who has met the provisions of this agreement, the surviving spouse and children who have medical insurance provided by the provisions of this agreement will be allowed to retain medical insurance coverage under the terms of this agreement for a period of one year from the date of the death of the retiring classified employee to allow the spouse time to obtain their own medical insurance. No other person shall be covered, and once an election is made, it may not be changed.~~

~~Retirees after 6/30/02 can choose their contributions to go toward the College's medical insurance or receive a taxable stipend equal to the respective maximum contribution. This election must be made no later than 30 days before the date of retirement and once made is irrevocable. If the retirement stipend option has been elected, it shall cease the month following the month of death.~~

For the College: \_\_\_\_\_ For the Association: \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_



**STATE OF OREGON, EMPLOYMENT RELATIONS BOARD**

**For ERB Use Only**

**COST SUMMARY FORM**

Case No. ME-098-25

Date Filed 3/2/26

**Projected Increase/Decrease in Each Year**  
(add or shade unused columns as needed)

<b>Proposal Description</b> including Article or Section Numbers	<b>Current Cost</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total Projected Increase / Decrease</b>	<b>Explain calculations.</b> List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Article 11 - Compensation	\$5,747,210.00 (wages)	\$370,736.88 (wages)	\$392,981.09 (wages)	\$400,840.71 (wages)	\$1,164,558.68 (wages)	4% wage increase and 2% step increase each year; fringe calculation of 40.9%
	\$2,350,608.89 (fringe PERS, FICA, Worker's Comp)	\$151,631.38 (fringe)	\$160,729.27 (fringe)	\$163,943.85 (fringe)	\$476,304.50 (fringe)	
	<b>Total:</b> \$8,097,818.89	<b>Total:</b> \$522,368.26	<b>Total:</b> \$553,710.36	<b>Total:</b> \$564,784.56	<b>Total:</b> \$1,640,863.18	
Article 12 - Insurance	\$2,841,061.61	\$96,596.09	\$99,880.36	\$103,276.29	\$299,752.75	3.4% anticipated increase through OEB for employer contribution each year; increased cost for .75FTE employees at 1.0 FTE rates (.90 coverage)
Article 22 – Working Conditions	0.00	\$12,100	\$12,100	\$12,100	\$36,300.00	Cost for \$100 for all employees for needed supplies (121 employees currently)
Article 19 – Personal Leave	\$50,000	\$25,000	\$25,000	\$25,000	\$75,000.00	Estimated cost of providing an additional personal leave day to each classified employee (121 total) that can be charged to sick leave.
Article 15 - Vacation	0.00	\$5,000	\$5,000	\$5,000	\$15,000.00	Ability to extend up to 40 hours of use/lose vacation to 12/31 each year. Average of 10 employees per year at this time.
<b>TOTAL (for each column)</b>	<b>\$10,988,880.50</b>	<b>\$661,064.35</b>	<b>\$695,690.72</b>	<b>\$710,160.85</b>	<b>\$2,066,915.93</b>	