

# The Collective Bargaining Agreement

Between

Central Oregon Community College  
Board of Directors

And

The Central Oregon Community College  
Adult Basic Skills Instructors/  
Oregon School Employees Association  
Chapter 700

Effective July 1, 2019, through June 30, 2020  
Agreement for Limited re-openers for Article 19, Salaries, and Article 21, Insurance;  
Additional Articles 5 and 12.5 incorporated as MOUs and COCC practice changes.

## ARTICLE 19: SALARIES

1. **Salary Schedule:** Effective July 1, 2019, each step in the current salary schedule will be adjusted as follows. Instructors with satisfactory evaluations will be eligible for a step increase effective as of this date.
  - a. 2019-2020: 2.25% increase to each step of the salary grades in all 4 columns of the salary scale. Refer to Appendix A for the 2019-2020 salary schedule.
2. **Longevity:** When a member is already at the top step of the salary scale, the following will apply for salary increases:
  - a. Continue to use 18 steps
  - b. When the salary grades are adjusted by the applicable negotiated percentage, any member at the Step 18 will receive that % increase to Step 18 as a new salary rate, and
  - c. That member will not advance a step but will receive a lump sum payment at the beginning of their contract that is equivalent to the agreed-on percentage increase for that year in place of the step, in addition to the increase to base salary as stated in (b) above.

## ARTICLE 21: INSURANCE

1. **College and Employee Contribution.** The College will contribute toward the cost of college-purchased health insurance (medical, prescription, dental, and vision only) for full-time employees, up to a maximum of 90% of the cost of such insurance. The employee will pay a minimum of 10% of the health insurance premium. For the 2019-20 year, the college will contribute up to \$1648.28 for full-time ABS instructors.
  - a. 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 21.1 of the CBA will be re-opened.
  - b. Should the Faculty Forum obtain a health insurance package in which the College contributes 90% of the premium and faculty 10% of the premium (as described in ABS Article 21.1 above for ABS/OSEA employees), but negotiate 2019-2020 contributions with insurance increases at interval percentages which present a better economic agreement, then the College agrees to adjust the interval percentages listed in ABS Article 21.1.a to be equal to the Faculty Forum contract.
  - c. Should the College elect to participate in a health insurance program that is based

on a rate structure other than a composite rate during the term of this agreement, the parties agree to bargain the impact of this change on the College/ABS instructors' contributions under ORS 243.698, the interim 90-day bargaining process. If the parties do not reach agreement prior to implementation of the new structure, it is understood that the total cost for providing insurance (including administrative fees) will not increase for the College and any increase in costs shall be borne by the employees unless the parties agree otherwise. All other contractual agreements regarding eligibility for health insurance will remain in place.

2. **Part-Time Employees.** When benefits allowed under this article are prorated, they shall be prorated in accordance with the following schedule:
  - a. If the employee is assigned an FTE of 0.5 but less than 0.75, benefits will be prorated at 50%.
  - b. If the employee is assigned an FTE of 0.75 but less than 1.0, benefits will be prorated at 75%.
  
3. **Long-Term Disability Insurance.** The College will pay the entire cost of long-term disability insurance premiums for full-time employees. Only full-time employees will be provided long-term disability insurance coverage. The College will provide life insurance coverage for full-time regular status regular employees in the amount of \$50,000. Such employees may purchase additional life insurance in increments of \$10,000.

**Articles 5 and 12.5 were incorporated into the 2019-2020 negotiations as existing MOUs and/or COCC practice changes that impacted college employees.**

#### **ARTICLE 5: DUES DEDUCTION/FAIR SHARE**

1. **Dues Deduction.** The College agrees to deduct from the monthly wages of each employee payment of dues to the Union. Authorization shall be in writing by each bargaining unit member on the form provided by the Union. Such authorization shall continue in effect from year to year, unless revoked in writing by the employee.
  - a. In the event of an increase in dues by the Union, the College agrees to make the necessary adjustment from the monthly wages of each employee. A certified copy of the resolution adopted by the bargaining unit authorizing the dues increase must be presented to the President or his/her designee prior to the adjustment of the payroll deduction.
  - b. A list of employees having Union dues deducted shall be sent to the office of the Union, together with the remittance due to the Union, within ten working days after the monthly salary checks have been received by the employees of the College.

2. **Fair Share.** In consideration of the services rendered by the Union on behalf of all employees, employees shall be required to pay to the Union either:

- a. Regular monthly Union dues in the case of employees who are members of the Union, or
- b. An amount of money equivalent to regular monthly Union dues in the case of employees who are not members of the Union for negotiating and administering the contract.
- c. Notwithstanding subparagraphs 2.a. and 2.b, any employee who objects to making payments to the Union based upon bona fide ethical standards, religious tenets or teachings of a church or religious body of which the employee is a member, shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a nonreligious charity college scholarship fund, non-profit foundation or to another charitable organization. The employee will be required to provide a written statement to the College and the Union stating his/her objections. The employee will meet with the Union President and the College's Chief Financial Officer (or designee) to establish an arrangement for distribution of said money.

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

#### **ARTICLE 12.5: Bereavement**

5. **Bereavement.** A bargaining unit member may have an absence up to 2 weeks, in accordance with OFLA, due to the death of an immediate family member of the employee. The immediate family is defined as spouse, domestic partner, parent (or step-parent, parent-in-law), parent of employee's domestic partner, child (biological, adopted, foster, or stepchild), child in loco parentis, child of the employee's domestic partner, grandchild, grandparent, brother and sister (including step-brother and step- sister).
- a. Bargaining unit members shall have available up to five (5) paid days in a leave year (fiscal) per incident of death of an immediate family member.
  - b. Bargaining unit members may use accrued sick leave for an OFLA Bereavement Leave or immediate family member as defined in Article 12, Section 4, Bereavement, not to exceed two (2) weeks, or take Leave Without Pay (LWOP) if the balance of accrued sick leave is exhausted. This may be taken all at once or intermittently for related family needs over a 60-day period.
  - c. Sick leave shall also cover bereavement absences, not to exceed three (3) days per academic year, due to the death of an aunt, uncle, niece or nephew of an employee.

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

**ARTICLE 25: DURATION**

1. Effective Dates: This Agreement shall be effective as provided herein and remain in full force and effect until June 30, 2020, when it shall cease and expire on that date. However, if the College and the Union are engaged in collective bargaining on July 1, 2020, for a successor agreement, then the parties agree that the benefits in this Agreement in effect on June 30, 2020, shall be maintained by the College until a successor Agreement is executed or until the Union has exercised its rights and obligations under ORS 243726, inclusive.
2. Article 19, Salaries, and Section 1 of Article 21, Insurance will be effective through June 30, 2020. Negotiations for 2020 and beyond will begin no later than March 1, 2019. All other articles and sections of the ABS agreement will remain effective July 1, 2017 through June 30, 2020.

Signatures:

**FOR THE UNION**  
 Chapter 700  
 Oregon School Employees Association

  
 OSEA Representative                      Date

  
 OSEA ABS Representative                      Date

**FOR THE COLLEGE:**

COCC Board of Directors

  
 COCC Board Chair                      Date

**Appendix A: ABS Salary Schedule for Fiscal Year 19/20**

| <b>2019-2020 179 day salary schedule<br/>Proposed with 2.25%<br/>added to each cell</b> |              |  |   | <b>2019-2020 12-month salary schedule<br/>Proposed with 2.25% added<br/>to each cell</b> |    |              |  |   |  |
|---|--------------|--|---|--|----|--------------|--|---|--|
|   | <b>A</b>     | <b>B</b>   | <b>C</b>  | <b>D</b>   |    | <b>A</b>     | <b>B</b>   | <b>C</b>  | <b>D</b>   |
|   | <b>BA/BS</b> | <b>BA/BS+24<br/>graduate<br/>credits in<br/>primary<br/>assignment</b> | <b>MA/MS any<br/>area + 24<br/>graduate<br/>credits in<br/>primary<br/>assignment</b> | <b>MA/MS<br/>in ABE,<br/>Education,<br/>Math,<br/>English,<br/>TESOL</b>                 |    | <b>BA/BS</b> | <b>BA/BS+24<br/>graduate<br/>credits in<br/>primary<br/>assignment</b> | <b>MA/MS any<br/>area + 24<br/>graduate<br/>credits in<br/>primary<br/>assignment</b> | <b>MA/MS<br/>in ABE,<br/>Education,<br/>Math,<br/>English,<br/>TESOL</b> |
| 1   | 47,105       | 47,999   | 48,893  | 49,788   | 1  | 62,807       | 63,999   | 65,191  | 66,385   |
| 2   | 48,018       | 48,912   | 49,806  | 50,701   | 2  | 64,024       | 65,216   | 66,408  | 67,602   |
| 3   | 48,931       | 49,826   | 50,720  | 51,614   | 3  | 65,241       | 66,435   | 67,627  | 68,819   |
| 4   | 49,844       | 50,739   | 51,634  | 52,527   | 4  | 66,458       | 67,652   | 68,845  | 70,036   |
| 5   | 50,757       | 51,652   | 52,547  | 53,441   | 5  | 67,677       | 68,869   | 70,062  | 71,254   |
| 6   | 51,671       | 52,564   | 53,460  | 54,355   | 6  | 68,895       | 70,086   | 71,279  | 72,473   |
| 7   | 52,584       | 53,479   | 54,372  | 55,268   | 7  | 70,112       | 71,306   | 72,496  | 73,690   |
| 8   | 53,497       | 54,392   | 55,285  | 56,180   | 8  | 71,329       | 72,523   | 73,714  | 74,907   |
| 9   | 54,410       | 55,305   | 56,200  | 57,093   | 9  | 72,546       | 73,740   | 74,934  | 76,124   |
| 10  | 55,324       | 56,218   | 57,113  | 58,007   | 10 | 73,765       | 74,957   | 76,151  | 77,343   |
| 11  | 56,238       | 57,131   | 58,026  | 58,921   | 11 | 74,984       | 76,174   | 77,368  | 78,561   |
| 12  | 57,150       | 58,045   | 58,939  | 59,834   | 12 | 76,201       | 77,393   | 78,585  | 79,778   |
| 13  | 58,063       | 58,958   | 59,853  | 60,747   | 13 | 77,418       | 78,611   | 79,803  | 80,996   |
| 14  | 58,977       | 59,871   | 60,765  | 61,661   | 14 | 78,636       | 79,828   | 81,020  | 82,214   |
| 15  | 59,890       | 60,784   | 61,679  | 62,573   | 15 | 79,853       | 81,045   | 82,239  | 83,431   |
| 16  | 60,803       | 61,698   | 62,592  | 63,486   | 16 | 81,070       | 82,264   | 83,456  | 84,648   |
| 17  | 61,717       | 62,611   | 63,506  | 64,399   | 17 | 82,289       | 83,481   | 84,675  | 85,865   |
| 18  | 62,630       | 63,524   | 64,419  | 65,313   | 18 | 83,506       | 84,698   | 85,892  | 87,084   |