

**THE COLLECTIVE BARGAINING  
AGREEMENT BETWEEN  
CENTRAL OREGON COMMUNITY COLLEGE AND  
THE CLASSIFIED ASSOCIATION OF  
CENTRAL OREGON COMMUNITY COLLEGE**

**Economics: Effective July 1, 2017 through June 30, 2020**

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## PREAMBLE

1. **Parties to the Agreement:** The parties to this agreement, entered into this 1<sup>st</sup> day of July 2017, are Central Oregon Community College, hereinafter referred to as the Board or College, and The Classified Association of Central Oregon Community College, herein after referred to as the Association. 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 243.782.
  
2. **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.
  
3. Set forth herein is the complete agreement between the parties concerning wages, hours and other conditions of employment.

## DEFINITION OF TERMS

1. **Bumping Employee.** The bumping employee is the classified employee whose position has been identified for layoff and whom has bumping rights as defined by Article 23.
2. **Calendar Year.** Calendar year is defined as January 1 – December 31.
3. **Call Time.** Call time refers to a situation in which a classified employee is contacted and requested to report to work for hours other than his/her normal work hours. This is generally in response to an unusual situation such as 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 his/her support from the employee, or his or her 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. **Insurance Cap.** The insurance cap refers to the maximum amount (dollar or percentage) the College will contribute to the cost of an employee's insurance premium.
10. **Overtime.** Overtime shall mean work required by the College and performed by an employee in excess 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.

- 11. Part-Time Employee.** Part-time employees in the bargaining unit are defined as those employees working more than twenty (20) hours per week for a minimum of nine (9) months per calendar year.
  
- 12. 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 thirty (30) consecutive days.
  
- 13. 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.
  
- 14. Temporary Employee.** A temporary employee is someone working for a limited duration with no expectation of continued employment. Temporary employees may be hired directly by the College or through a temporary employment agency.

## **ARTICLE 1: NON-DISCRIMINATION**

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 any other classes protected under Federal and State statutes in any education program, activities or employment.

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

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 his/her exercise of these rights.

## **ARTICLE 3: ASSOCIATION RIGHTS**

- 1. Association Membership Dues Deduction.** Upon the expressed written request of an employee within the bargaining unit, the College will begin deducting Association membership dues for the next pay period and will continue to make the monthly payroll deduction until the employee changes the request in writing to the College and to the Association. Employees terminating with less than ten (10) working days in any calendar month will not be subject to Association membership dues for payroll deduction purposes.

Such uniform amounts as the Association treasurer certifies to the College as the monthly Association membership dues approved by the members of the Association shall remain as the amount to be deducted hereunder.

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 made for the Association.

- 2. Fair Share Fees.** It is mutually agreed and recognized by the parties that each bargaining unit member shall proportionately share in the cost of the collective bargaining process. The cost for a bargaining unit member is fixed proportionately at the same amount as the Association membership dues per month. The fair share fee shall be deducted monthly from the compensation of each bargaining unit member who has not either certified to the College that he/she authorizes Association membership dues deduction or has made some other arrangement to pay Association membership dues. The total fair share fees collected, together with Association membership dues deducted in Section 1 above, will be remitted monthly in the aggregate to the treasurer of the Association. It is understood that the fair share fee in lieu of Association membership dues shall only be used as directed by the constitution and bylaws of the Association and by the majority vote of the membership.

Any individual employee's personal objection to paying dues or fees to the Association must be based on bona fide religious tenets or teaching of a church or religious body of which the employee is a member. The employee will be required to provide a written explanation to the College and the Association stating his/her objections. Such employee shall pay an amount of money equivalent to regular Association dues, fair share fees, and/or appropriate fees or assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Association President (or designee). Payment to the agreed upon charitable organization shall be made through the College payroll deduction process. The Association agrees to indemnify, defend and hold the College harmless against any claims made or any suit instituted against the College because of the fair share agreement.

**3. Representatives.**

- a. Association Officers.** The President of the Association (or designee) shall certify the names and offices of each officer of the Association and any other members of the unit with specialized assignments involving interaction with the College to the President of the College (or designee) within five (5) days following the election or appointment. The College may refuse to recognize the authority and prerogatives of any such officer until he/she is so certified.
- b. Other Representatives.** The Association may be assisted by Association certified officers, agents or other representatives with whom it is affiliated. The Association President (or designee) shall certify the name, office and business address of such representatives to the College President (or designee).
- i. Representatives accredited by the Association shall be accorded reasonable access to the College premises for the purpose of Association business, provided that such access does not interfere with the scheduled work hours of College employees and provided that

such representatives shall give reasonable notice to the College President (or designee) of their intent to exercise the privileges of this section. 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).

4. **Meetings.** Association members will not conduct Association business on College time, except the President of the Association (or designee) shall be free to meet with the President of the College (or designee) as they mutually agree is necessary. In addition, the Association President (or designee) will also be granted time off to participate in college-wide committees required by his/her Association position and approved by the College President (or designee).
5. **Purchase of Release Time.** 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. Such charges shall be determined in a manner consistent with charges levied against non-College groups.
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.

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. **Changes to the Bargaining Unit Membership.** The College agrees to notify the Association President (or designee) monthly in writing of any changes to or within the bargaining unit membership, 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.
  
10. **Temporary Reassignment of Bargaining Unit Members.** The College agrees to notify the Association President (or designee) each month 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 Preamble 2 “Bargaining unit definition”; 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**

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. 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, suspend, discipline or discharge any employee and to determine the physical location of individuals, departments, divisions and activities.

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 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; and determine health, safety and property protective measures and procedures; and determine ancillary services to be rendered by the College.

The College reserves the exclusive right to contract out any or all of its classified operations. The College will notify the Association when any formal action (i.e. requests for information or requests for proposals) related to contracting out bargaining unit work is initiated. Prior to implementing the subcontract, the College agrees to meet with 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.

## **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 believes that he/she has a grievance, the employee may discuss the grievance with the immediate supervisor within twenty (20) working days of the alleged contract violation or within ten (10) working days from the employee’s knowledge thereof through due diligence. The employee 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 his/her actions taken toward solving the grievance and give a copy of this response to the grievant, Director of Human Resources 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 may, within five (5) working days after the response of the supervisor at Step I, initiate a formal written grievance to the appropriate Presidential Advisory Team 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.

At this time the specific basis of the grievance cannot be changed or modified.

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

The grievant and the Vice President/Dean shall have five (5) working days from delivery of the signed copy from the Vice President/Dean to the grievant to resolve the grievance.

3. **Step Three – Grievance Appeal.** If the grievance is not resolved to the satisfaction of the grievant, the grievant 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) working days after the receipt of the President's Advisory Team member 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 to the satisfaction of the grievant after receipt of the College President's written response in Step III, above, the grievant may, within five (5) working days of the College President's response, submit a written notice to the President of the College requesting that the grievance be arbitrated.
- b. In order for a grievance to be taken to arbitration, the concurrence of the Association is required. Accompanying the grievant's letter (IV, a, above) must be a written notice from the

Association President to the College President, indicating that the Association believes the grievance should be arbitrated and that the Association will share the expenses of arbitration as specified in IV, (c) and (g), below.

- c. Upon written receipt of the notice from the grievant and the Association President, the College President and the Association President shall jointly request a list of five (5) 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. One day shall be allowed for the striking of each name; this striking process shall continue until only one name remains on the list; that person shall be the designated arbitrator.
- d. The arbitrator shall set a time and place for a hearing on the written grievance 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.
- e. 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 his authority as provided below in (f) and elsewhere in this agreement, be binding upon all parties.
- f. The arbitrator shall not add to, subtract from, or modify the terms and provisions of the agreement. He/she shall confine his/her decision solely to the application or interpretation of this agreement and to whether or not it has been violated as alleged in the written grievance.
- g. 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. All investigations, meetings and hearings used in the processing of a grievance shall normally occur (1) after the regular workday or (2) at other times which do not interfere with the assigned duties of bargaining unit members or of those members of the College administration who are involved. The Association and the College may mutually agree, however, to hold meetings at any time. If such meetings occur during the scheduled work hours of a grievant or of the Association Representative or of bargaining unit members who may be called upon to give testimony in an arbitration hearing, the meeting time shall be treated as scheduled working time.
- 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 I, above, may not be presented at Step IV 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 any step of this procedure by him/herself, or at his/her option, 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 Director of Human Resources shall provide the College 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 he/she is an Association member.

## **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, as a result 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.
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 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, so as to complete the necessary work of the College, but first must consult with the affected employee(s). Nothing in this article or any part of this agreement shall be construed as a guarantee of hours of work. The appropriate supervisor has the option of allowing the employee to take two 15-minute rest periods during the day or to work a 7 ½-hour day without rest breaks.
  - 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 12:00 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 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.
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 with five (5) working days advance notice, except where emergency situations (e.g., snow removal and equipment breakdown) 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. Longer term or permanent changes to an employee's work hours and/or days will require ten (10) working days' notice.
- c. Non-emergency work schedule changes may be made without advance notice upon mutual agreement of the employee and the College.

4. **Meal 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 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 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 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 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. Emergency situations include snow removal, equipment breakdown, or other situations which interfere with the normal operation of the College.
6. **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 months, with the six months beginning on the employee's first work day and ending six months later (e.g., if a 12-month employee begins on February 12, the six month marker is August 12). 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 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. **3% Wage Increase and Vacation Use.** If an employee begins on the first work day of the month, s/he will receive a 3% wage increase and may access accrued vacation hours when they move to regular status. If an employee begins on any day other than the first work day of the month, s/he will convert to regular status in accordance with Article 9.2 and the wage increase and access to vacation accrual will begin the first day of the next month following six months of employment.

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 3% 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-optioned extension, an employee may be discharged only for 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 5.

#### **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.** 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, benefits will be prorated at seventy five percent (75%).
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 16 and 19 hours per week inclusive, the appropriate President's Advisory Team member will review the position after a period of one year and determine whether the scheduled hours per week be raised to 20 or more, or decreased to 15 or less. Such a decision will be wholly

that of management and not subject to the grievance procedure.

## **ARTICLE 11: DIRECT COMPENSATION**

### **1. Wage.**

#### 11.1.a: Wage Schedule: Annual Review

The College shall annually review the Classified wage schedule (Appendix A) in February each year, making recommendations to the president as to possible changes. Reviews shall be based on changes to the cost of living, comparable job markets and institutional resources. Recommendations will be reported to the Association Executive Team by April 1, at which time additional input from the Association will be considered. If there are approved changes, changes will be effective on July 1 of the next fiscal year.

#### 11.1.b: Wage Schedule: Annual Index

For each year of this contract, the College shall adjust the minimum, midpoint and maximum pay on the wage schedule by the January, All Cities CPI-U. If an individual falls below the minimum for any grade, s/he shall move to the minimum for that grade. Otherwise, individual hourly wage shall remain the same.

#### 11.1.c: Annual Increase

After the wage schedule has been adjusted, all Classified members on payroll as of July 1 will receive a 3.0% wage increase for each year of this contract.

11.1.d: The cost of payroll assessments exclusive of the employee portions of FICA and Workers Compensation insurance will be paid by the College.

11.e: In recognition due to changes associated with web-time entry, the College agrees to pay any affected employee a one-time payment equal to 1.25% of the employee's 2017-18 annualized base wages, less required payroll costs. Affected employees are those employed by the College on a full-time basis as of March 1, 2017. Payment will be issued within 60 days of signing of the contract.

**2. Payroll Draws.** Bargaining unit members may request, in writing, a draw of up to sixty percent of accrued compensation twice per calendar year.

### **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 his/her 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 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.**

- a. Definition. For a definition of "Call Time" and "Call Time Occurrence," please refer to the definition of terms page at the front of this document.
- 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 his/her 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 Compensation and Hours. The rate of pay for a call time occurrence will be one and one-half (1-1/2) times the employee's base pay rate for the number of call time hours worked. A call time 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 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.

Any hours worked after the call time occurrence ends will be paid at the employee's regular rate of pay. When a call time 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 his/her regular shift (or at a later time agreed upon by the supervisor); or
- ii. The employee may continue to work until he/she has completed his/her regular number of hours for that day

If the call time occurrence ends within less than an hour before the start of the employee's regular shift, the employee will continue his/her 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, he/she shall be paid for his/her work shift for that day at his/her regular rate.
6. **Initial Wage Placement.** Consideration will be given to the following criteria in making the determination as to initial placement of the individual:
  - a. Prior relevant work experience
  - b. Coursework or degree in a closely related job field

Work experience in addition to the minimum required by the position is required to place an applicant above the entry-level wage. Wage placement decisions are not subject to the grievance procedure.

7. **Shift Premium.** Bargaining unit members whose regular full-time or part-time work schedules are such that sixty percent (60%) or more of the 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.
8. **Wage Schedule Reviews.** During negotiations when Article 11 is open, the Classified Wage schedule/structure, Appendix A, will be reviewed by Human Resources in consultation with the College President to determine if any modifications to the schedule should be made in response to changes in the cost of living, comparable job markets and institutional resources. The Administration will review and consider any input from the Association during this review. Decisions to adjust or to not adjust the schedule are not subject to the grievance procedure.

The schedule may also be reviewed at other times outside of negotiation periods when requested by the President, the Board or Human Resources to ensure the College is meeting Board guidelines for salaries. The College will follow the procedures outlined in the HR Section of the



General Procedures Manual with regard to wage schedule reviews.

9. **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
  - b. The employee is assigned by his/her department to use the skill

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.

## ARTICLE 12: INSURANCE

**College and Employee Contribution.** The College will contribute toward the cost of college-purchased health insurance (medical, prescription, dental and vision only) for full-time employees at a maximum of 90% of the cost of such insurance; classified employees will pay a minimum of 10% of the health insurance premium.

1. For the first two years of this agreement, 2017-18 and 2018-19, the College contribution to a full-time employee's health insurance, based on a composite rate, will increase from the actual 2016-17 College contribution by the following percentages, based on the overall increase in health insurance (medical, dental and vision). The third year the association agrees to adopt the insurance terms agreed to by the Faculty Forum and the College.

However, in no case will the College ever contribute more than 90% toward an employee's premium:

% increase in health insurance	% increase in cap (\$1519.38 for 2016-17)
0 – 9%	The college will increase the cap (\$1519.38) by the amount of the premium increase but not to exceed 9% of the previous year's dollar amount cap.  However, the college will not contribute more than 90% toward the employee's premium.
9.1 – 12%	The cap will be increased by 9% and the

	employees will pay the difference between the cap and premium increase.
>12%	Article 12.1 of the contract re-opens

- 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 12.1 of the contract will be re-opened.
- b. 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/employee 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.

**1. Part-Time Employees.** Part-time bargaining unit members shall be entitled to pro-rated insurance benefits in accordance with Article 10 of this contract.

**2. 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           |
| 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, he/she shall be compensated at 150% of regular pay for the time worked and entitled to his/her 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 his/her choice of receiving holiday pay at the straight time rate or an alternate amount of paid time off, commensurate with his/her 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 he/she shall be credited for a minimum of two (2) hours work time at 150% of regular pay and entitled to his/her 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 his/her last date of hire provided that employees who begin work prior to the 16<sup>th</sup> of the month will accrue vacation as though he/she worked the entire month, and that employees who begin work on the 16<sup>th</sup> 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 one (1) year, the break in continuous service shall be removed from his/her record.

0 through end of 72 months	10 hours/ month worked
73 months through end of 120 months	12 hours/ month worked
121 months through end of 168 months	14 hours/ month worked
169+ months	15 hours/month worked

- 2. Vacation Accrual and Probationary Period.** Bargaining unit members shall be entitled to take accrued vacation after successfully completing the six (6) month probationary period.
- 3. Expiration of Accrued Vacation Hours.**
  - Generally, vacation time is taken by December 31 following the fiscal year in which it was earned.
  - The employee must submit a written request to his/her supervisor by November 15 for an extension beyond December 31, up to August 31 of the following year. The supervisor may grant the extension within the context of adequate staffing to meet College operational needs.
- 4. Requests for Planned Vacation Leave.** Requests:
  - Of more than two days shall be submitted to supervisor for approval not less than three weeks in advance;
  - For two days or less must be made a week in advance; and
  - 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.

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 and Scheduled Resignations.** Upon giving adequate written notice (10 working days) of an employee's intent to resign his/her position at the College, the resigning employee in regular status will be compensated for accumulated vacation at the employee's current rate of pay.
6. **Accrued Vacation Hours and Immediate Resignations.** In case of death or in the event that an employee must leave his/her 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 16<sup>th</sup> of the month will accrue sick leave as though he/she worked the entire month, and employees who begin work on the 16<sup>th</sup> 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 his/her 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.** The Director of Human Resources (or designee) may require certification by a College approved health care provider as a condition of allowance of sick leave at any time it appears that an employee may be abusing sick leave privileges. The College shall consider time associated with doctors 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 medical evidence indicates that an employee could 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 as a result 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. Other Uses of Sick Leave.**

- a. Medical Appointments. Absence due to medical, dental and eye appointments shall be reported as sick leave and rounded to the nearest half-hour.
- b. Family Sickness. Sick leave may be used to cover absence, not to exceed fourteen (14) days per fiscal year, due to the illness 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.
- c. FMLA/OFLA. The parties acknowledge applicability of the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) to employees represented by the Association as referenced in OAR 839-009-0200. The parties further agree to the following provision in the administration of the FMLA:
  - 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 approved FMLA/OFLA leave.
  - ii. The "FMLA year" is considered to be a twelve (12) month period rolling backward from each qualifying event.
  - iii. During the period of FMLA leave, 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. As required under FMLA/OFLA, employees must give 30 days written notice in advance of leave, unless the leave is taken for an emergency. In an emergency, employees must give verbal notice within 24 hours of starting a leave.

- 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.

**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 of an immediate family member. 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 Human Resources director in collaboration with the immediate supervisor, may grant extra leave, at his/her 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.** 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 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 such leave in a prorated amount based on the same percentage as their FTE.
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 OF 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 her/his immediate supervisor 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 to the College and work 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 flood, storm or other Act of God when, in the judgment of the appropriate President's Advisory Team member, 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**

A bargaining unit member may, with the concurrence of his/her 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. In no event shall such rescheduling 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 President's Advisory 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, maternity, 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, his/her 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 his/her 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 work a hardship on regular college students.
  - b. Enrolling tuition-free in a course shall be permitted only when the number of tuition-paying students justifies the continuation of the class.
  - c. The employee pays whatever laboratory fees or other fees which are paid by tuition-paying students in the course.
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 his/her job during his/her 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 supervisor.
3. **Professional Development Fund.** The College will provide \$15,000 each fiscal year for classified staff development for the term of this agreement. The money will be maintained in the College's general fund. It will be used to provide an opportunity for employees to attend on-campus and off-campus workshops, conferences and other short-term training programs. 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. Funds from this account may also be used by College officers for planning and expediting in-service workshops designed primarily for classified College employees. Such funds shall be under the direction of the Chief Financial Officer (or designee) who shall consult with the Association President in developing a plan for the expenditure of funds each fiscal year. The amount and all other factors related to this classified staff development fund are not subject to the grievance procedure.

## 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 and conditions should be called to the attention of those responsible, whether employer or employee, 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.
- 2. Tools and Equipment.** The College will not require employees to furnish tools or equipment. 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.

## 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 however, if a new or vacant position occurs within a classified wage grade, the College will post in accordance with section 1.
- 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, he/she 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, he/she will be notified by either a representative from the Human Resources Department or the hiring supervisor accordingly and, if requested, informed as to why he/she was not selected.

4. **Past Disciplinary Action and Vacancies.** Employees having a record of disciplinary action within twelve (12) months prior to the vacancy announcement may be ineligible to interview for vacant positions as deemed appropriate by the College.
5. **Hiring Decisions.** Hiring decisions are not subject to the grievance procedure. 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 his/her 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. He/she 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 his/her 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, he/she will be placed in the vacant position before bumping other positions.
- iii. If there is no position in his/her existing wage grade for which he/she meet the minimum qualifications and has seniority over, he/she may bump the least senior position for which he/she is 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 he/she is qualified and has seniority over the incumbent employee. The bumping employee must take the first position for which he/she is qualified.
- v. If the person is not eligible for any positions, he/she 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 Director of Human Resources (or designee), in writing, within ten (10) business days following notification of layoff, of his/her 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 he/she is able to bump into is identified, the Director of Human Resources 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, he/she will be placed on layoff status with recall rights to a position in her/his 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 his/her current wage, if it is within the wage grade of the position into which he/she has 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 his/her 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 he/she 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.

**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.

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 he/she 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.
- vi. If the employee accepts the recall position, he/she will be removed from the layoff list and placed in the recall position.
- vii. If the employee refuses the recall position, he/she 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 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) and disciplinary discharge. It is agreed that disciplinary discharge does not preclude dismissal, discharge or non-continuance of employment for other reasons.
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.
5. **Appealing a Suspension or Discharge.** The employee, with or without the Association or other representative of his/her choosing, shall have the right to take up the suspension and/or discharge as a grievance at the President’s Advisory Team member level of the grievance procedure, and the matter shall be handled in accordance with this procedure through the final step of Article 5.

## ARTICLE 26: PERSONNEL FILES

1. **Reviewing Personnel Files.** Each employee shall have the right to review the contents of his/her official personnel file maintained by the office of Human Resources and any unofficial personnel file maintained by his/her 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:
  - a. a copy of original application
  - b. original and subsequent job descriptions
  - c. evaluations



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 above-mentioned 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. **Placing Materials in Personnel Files.** All materials placed in an employee's official personnel file upon the effective date of this contract must identify who placed the material in the file and it must be dated. It is the responsibility of the employee to submit copies of certificates, evidence of courses taken, etc., to the office of Human Resources to be inserted in the file.
4. **Responses to Personnel File Contents.** The employee may also include in his/her 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) at his/her own expense 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. This action does not preclude other items (not initially submitted as a disciplinary action, or submitted prior to the approval date of this Agreement) in the official personnel file to 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 his/her official personnel file that he/she believes 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 President's Advisory Team member by April 1. If the employee has met the conditions of the plan of assistance by June 30, the employee's evaluation will be deemed satisfactory and the increase will be awarded, 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 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 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 President's Advisory Team member. In addition, the College President may elect to initiate the reclassification process any time the situation warrants. A possible outcome of a review will be to consider the reclassification, either upward or downward, of a position. All issues related to the reclassification process and appeals process are specifically excluded from the grievance procedure. The procedures for reclassification and appeals process are as follows:

1. **Frequency of Reclassification Requests.** Reclassification requests by classified employees 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 his/her 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 President's Advisory Team (PAT) member for review. The PAT member will have ten (10) working days from date of receipt to review the position. If the position is approved for reclassification by the PAT member, the reclassification will be effective the first month following approval.

Also effective with that date, an employee approved for reclassification will receive an increase in pay to the minimum of the new wage grade or 5% whichever is higher. The employee will be so notified by the office of Human Resources in writing.

- b. If the President's Advisory 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 employee submitting the request will be notified in writing by the office of Human Resources. The employee may, within five (5) 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) 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 not warrant reclass, 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, said article, section or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law or administrative rules, but the remaining articles, clauses and sections shall remain in full force and effect for the duration of this agreement. The parties shall, upon written request of either party, meet to renegotiate a substitute for the removed article, section or clause. Failure to agree on substitute provisions shall not be subject to the grievance procedure of this agreement.

#### **ARTICLE 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 subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement, except as otherwise provided in Article XXVII, Savings.

The provisions of this collectively bargained contract apply only to bargaining unit members employed on or after the contract's effective date.

#### **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 Board determines that economic conditions prevent the College from opening or seriously affects the operation of its facilities or programs, then, on written request of either party, the economic provisions of this Agreement shall be reopened and renegotiated. As used herein, “economic provisions” mean only the wage schedule, and the health insurance benefit. No other provision of this Agreement shall be affected by renegotiation of economic provisions. The impasse resolution procedures set forth in ORS 243.712 to ORS 243.726 shall not apply to such re-negotiation.


**ARTICLE 31: DURATION**

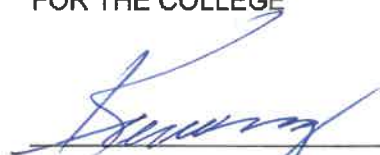
Effective dates of this agreement are July 1, 2017 through June 30, 2020 for economic articles and July 1, 2017 through June 30, 2022 for language. The Classified Association of Central Oregon Community College shall notify the College of its intent to negotiate a successor agreement no later than October 18, 2019.

Signatures:

FOR THE ASSOCIATION

FOR THE COLLEGE

  
\_\_\_\_\_  
Steve Huddleston  
Classified Association of COCC

  
\_\_\_\_\_  
Joe Krenowicz  
COCC Board of Directors

8-16-2017  
\_\_\_\_\_  
Date

8.17.17  
\_\_\_\_\_  
Date

**APPENDIX A**  
**Classified Wage Structure**  
**For 2017-2018\***

Updated June 2017

<u>Grade</u>	<u>Position</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
1	No positions	1	\$ 10.25	\$ 12.20	\$ 14.16
2	No positions	2	\$ 10.44	\$ 12.58	\$ 14.60
3	No positions	3	\$ 10.65	\$ 12.98	\$ 15.06
4	No positions	4	\$ 10.99	\$ 13.08	\$ 15.17
5	No positions	5	\$ 11.36	\$ 13.86	\$ 16.07
6	No positions	6	\$ 11.75	\$ 14.33	\$ 16.62
7	Driver Retail Assistant Transporter	7	\$ 12.16	\$ 14.83	\$ 17.20
8	No positions	8	\$ 12.59	\$ 14.98	\$ 17.38
9	Campus Custodian	9	\$ 13.05	\$ 15.91	\$ 18.46
10	Document Publishing Assistant Information Office Assistant Retail Assistant Senior	10	\$ 13.53	\$ 16.50	\$ 19.14
11	Administrative Clerk Enrollment Associate Grounds & Landscape Associate Mail Clerk Senior Maintenance Custodian	11	\$ 14.04	\$ 17.12	\$ 19.86
12	Accounting Assistant Senior Computer Lab Specialist Document Publishing Specialist Financial Aid Associate Student Services Specialist	12	\$ 14.58	\$ 17.78	\$ 20.62

<u>Grade</u>	<u>Position</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
13	Administrative Clerk Senior Campus Custodian Lead Enrollment Specialist Grounds & Landscape Specialist Intramural & Club Sports Facilitator Textbook Inventory Specialist	13	\$ 15.14	\$ 18.46	\$ 21.42
14	Academic Lab Specialist Bookstore Buyer Facilities Scheduling Specialist Information Office Coordinator Library Specialist Public Safety Officer Student Services Specialist Senior Textbook Buyer Transcript Evaluator Test Coordinator DRCI	14	\$ 15.73	\$ 19.19	\$ 22.26
15	Administrative Assistant Assessment Center Technician Enrollment Technical Specialist Financial Aid Specialist Financial Aid Specialist - Vets Graphic Designer Public Relations Assistant Public Safety Services Coordinator Test Proctor Senior	15	\$ 16.37	\$ 19.96	\$ 23.15
16	Academic Lab Specialist Senior Accounting Technician Enrollment Specialist Senior Grounds & Landscape Specialist Senior Human Resources Specialist Instructional Deans Assistant Library Specialist Senior Library Technical Specialist Payroll Technician Purchasing Specialist	16	\$ 17.03	\$ 20.77	\$ 24.09



<u>Grade</u>	<u>Position</u>	<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<b>17</b>	Administrative Assistant Senior Computer Lab Coordinator Enrollment Technical Specialist Senior Financial Aid Specialist Senior Instruction System Support Specialist IT Technical Specialist Maintenance Specialist - HVAC Maintenance Specialist - Structural Digital Production Specialist Public Safety Officer Senior Research Associate Technical Services Administrative Assistant Toolroom Coordinator	17	\$ 17.73	\$ 21.62	\$ 25.08
<b>18</b>	Accounting Technician Senior Audio Visual Engineer	18	\$ 18.47	\$ 22.53	\$ 26.13
<b>19</b>	Maintenance Specialist Senior - Electrical Maintenance Specialist Senior - HVAC Maintenance Specialist Senior - Plumbing	19	\$ 19.25	\$ 23.48	\$ 27.23
<b>20</b>	IT Technical Specialist Senior	20	\$ 20.07	\$ 24.48	\$ 28.39
<b>21</b>	No positions	21	\$ 20.94	\$ 25.53	\$ 29.62
<b>22</b>	Instructional Design Specialist Hardware Software Engineer	22	\$ 21.85	\$ 26.65	\$ 30.91
<b>23</b>	No positions	23	\$ 22.82	\$ 27.83	\$ 32.28

\*The pay schedule shall be maintained on a regular basis by HR to reflect new positions, reclassifications, position titles, and other related schedule changes. The pay schedule with applicable changes will be distributed twice per year in July and January.

**Appendix B**  
**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 his/her 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.

**Appendix B, Continued**

Memorandum of Agreement, Retirement Insurance, Page 2

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 his/her 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 his/her 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 his/her 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:

By: *Kenneth Board Chair*

Date: *7.12.17*

Date: \_\_\_\_\_

For the Association:

By: *James B. Hudak 7-19-17*

*PRESIDENT*

**ATTACHMENT A**

**Current Classified Retirees  
Eligible for Health Insurance Support**

**8/14/2002**

<b>Name</b>	<b>Amount</b>		
	<b>550</b>	<b>500</b>	<b>300</b>
Averill Abbott	<b>X</b>		
Larry Baker	<b>X</b>		
James Carter	<b>X</b>		
Barbara Mero	<b>X</b>		
Bea Young	<b>X</b>		
Deanie Zepnewski	<b>X</b>		
Doris Trueax		<b>X</b>	
Jan Sanderson		<b>X</b>	
Bob Cusick		<b>X</b>	
Carolyn Schroeder		<b>X</b>	
Roseann Neale		<b>X</b>	
James Gutierrez		<b>X</b>	
Kathy Williams		<b>X</b>	
Jan Fisher		<b>X</b>	
Joyce Breadon		<b>X</b>	
Elaine Simay-Barton		<b>X</b>	
Karl Heeren		<b>X</b>	
Bev Andersen			<b>X</b>
Christy Handschuch			<b>X</b>
Dagmar Eriksson			<b>X</b>
Gail Tague			<b>X</b>
Marian Chinn			<b>X</b>
Barbara Winters			<b>X</b>
Janet Obert			<b>X</b>
Jay Jabson			<b>X</b>
Joanne Cordis			<b>X</b>

Joyce Hamblin			X
Pamela Whelchel			X
Sallie Wetherbee			X
Lynn McCoy			X