

## FACULTY FORUM PROPOSAL – May 28, 2026

### ARTICLE 9- ARTICLE 15 - FRINGE BENEFITS

#### ~~9.4.~~ 15.1 Sick Leave

- (a) An annual amount of eighty (80) hours of paid sick leave shall accrue to full-time members of the bargaining unit at the start of each academic year (prorated for members who start mid-year) for absence as defined by FMLA/OFLA/PLO regulations, or any other designated uses of sick leave as defined in this Agreement. Sick leave not used during the current year shall accrue without limit as per ORS 238.355 (1) as amended by Oregon Laws 1977, except as noted in ~~9.4~~ 15.1(e).
- (b) Adjunct instructors will be granted ~~forty (40)~~ fifty (50) hours of sick leave per year. Unused sick leave for annual adjunct instructors on a one-year contract shall not accrue from year to year. Adjunct instructors on a two-year contract will accrue ~~forty (40)~~ fifty (50) hours per year for a maximum of ~~eighty (80)~~ one-hundred (100) hours which will not accrue beyond the contract period.
- (c) Pursuant to appropriate Oregon Revised Statutes, the College has requested that PERS tier 1 and 2 members of the bargaining unit be compensated for accumulated unused sick leave with pay in the form of increased retirement benefits upon service or disability retirement, as per ORS 238.355(1), as amended by Oregon Laws 1977.

#### (d) Leave Laws

The parties acknowledge applicability of the federal Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA) and Paid Leave Oregon (PLO) to employees represented by the Forum. The parties further agree to the following provision in the administration of these leave laws:

1. Employees must use sick leave under the Collective Bargaining Agreement concurrent with the FMLA/OFLA/PLO.
2. The "FMLA/OFLA/PLO year" is considered to be a twelve-(12) month period, rolling backward. The amount of available FMLA/OFLA leave is calculated by reviewing the previous twelve (12) months to see how much FMLA/OFLA leave remains for the individual.
3. Paid Leave Oregon (PLO). The PLO program provides employees with up to twelve (12) weeks of leave per year with partial wage replacement funded through payroll contributions. The employer will follow PLO program and Oregon Employment Department (OED) regulations with the following modifications/clarifications:

Employees may choose to supplement the PLO weekly benefit amount by using their accrued sick leave up to 100% of their wages. For example, if the employee's PLO weekly benefit amount is 80% of their weekly wage, they may use their accrued sick leave in order to receive the equivalent of their full weekly wage.

- (e) Personal/Business/Emergency Leave. A full-time faculty member shall have available ~~two (2)~~ **three (3)** days of non-accumulative personal, business or emergency leave per year, which shall be charged against sick leave when used. An adjunct faculty member shall have ~~one (1)~~ **two (2)** days, which shall be charged against sick leave in hours when used.
- (i) Personal or business leave must be requested in advance. Prior notification of the department chair and approval by an Instructional Dean are required. Such leave cannot be taken during the first week of the contract, the first week of any term, **or on a day in which a faculty member has a final exam scheduled during finals week, in conjunction with any holiday with the exception of taking leave for the purpose of observing a religious holiday,** and not normally on the day of Commencement.
  - (ii) Except in cases where emergency leave is used to supplement bereavement leave in section (f) below, such emergency leave must have written approval of an Instructional Dean.
- (f) Bereavement Leave. Members may take up to two (2) weeks for each death of a family member, as defined in f(i), not to exceed twelve (12) weeks in a leave year. The member shall have available up to five (5) paid days in a leave year per incident of death of an immediate family member. If the member does not have enough accrued sick leave to cover the remaining absence, the balance of time may be taken as leave without pay (LWOP). Bereavement leave must be completed within sixty (60) days of the date on which the eligible employee receives notice of the death of an eligible family member. In extenuating circumstances, members may request an extension of the sixty (60) day time period. Members should contact Human Resources when they need to take a bereavement leave or request an extension.
- (i) In addition, the Human Resources Director in collaboration with the Vice President of Academic Affairs may grant extra leave, charged to sick leave or LWOP, at their discretion for unusual or critical circumstances. The Human Resources Director and the VPAA shall not be compelled to grant additional leave beyond that which is outlined above. The immediate family shall be defined as spouse, domestic partner, parent, parent-in-law, parent of employee's domestic partner, child (biological, adopted, foster, or stepchild), child in loco parentis, child of the employee's domestic partner, grandchild, grandparent, brother/sister, ~~or~~ **step-brother/sister, or any individual related by blood or affinity whose close association with an eligible employee is the equivalent of a family relationship.** Immediate family also includes relationships to the employee through a domestic partner.

## **9.2- 15.2 Insurance**

- (a) College and **Full-Time** Employee Contribution. The College will contribute toward the cost of college-purchased health insurance (medical, prescription, dental and vision only) for full-time **faculty** employees at ninety-five percent (95**0**%) of the cost of such insurance; faculty will pay

five percent (5%) ~~ten percent (10%)~~ of the health insurance premium based on the rates for their FTE.

- (b) College and Adjunct Employee Contribution. The College will contribute toward the cost of college-purchased health insurance (medical, prescription, dental and vision only) for Adjunct faculty employees at ninety-five percent (95%) of the cost of such insurance; faculty will pay five percent (5%) of the health insurance premium based on the rates for .75 FTE.

- i. In the event actual load units fall below the projection, the adjunct faculty member will maintain both benefits and unit membership for the duration of the period specified in the Notice of Appointment. If the adjunct instructor declines load units, benefits and unit membership may be terminated or reduced.
- ii. Benefits for adjunct faculty on continuing one-year or two-year contracts will continue over the Summer term, as per ORS 350.355. Adjunct faculty not receiving a paycheck during Summer term will work with Human Resources to pre-pay or self-pay their premium share.

- (c) If the Federal Government, the State of Oregon or any taxing authority taxes increases the costs of health insurance paid by the College, Article ~~9.2~~ 15.2 of the CBA will be re-opened under ORS 243.698, the interim 90-day bargaining process.

~~Faculty members who have adjunct status shall receive a contribution towards the College-provided health insurance program (medical, prescription, dental and vision only) (medical and optional dental) at according to the schedule below; however, all adjunct instructors who purchase medical insurance will be required to pay a minimum of five percent (5%) ten percent (10%) of the applicable premium.~~

Insurance Contribution

<del>Three or Four Term (Academic Year)- Adjunct Faculty Workload</del>	<del>Benefit Contribution</del>
<del>24.5 to 37.9 Load Units</del>	<del>.50 FTE Tiered</del>

- (d) The College will pay the entire cost of long-term disability insurance premiums for full-time employees. Only full-time employees shall be eligible for long-term disability insurance.
- (e) The College will ~~pay the cost of the first \$50,000 of provide~~ life insurance coverage ~~equal to the amount of the faculty member's academic year salary~~ for full-time, regular employees. ~~However, in no case shall the amount of insurance exceed \$50,000.~~ Additional voluntary life insurance will be made available to Faculty Forum members.

~~9.3.~~ 15.3 Unpaid Leave

- (a) A full-time tenured ~~or tenure~~-track faculty member may request an unpaid leave for a reasonable length of time. Such leave shall not normally exceed three (3) consecutive academic quarters. Such requests shall be subject to the prior approval of the Vice President of Academic Affairs.

All understandings regarding the unpaid leave shall be written into a contract, signed by the College and the individual, and copied to the department chair.

- (b) Upon return from unpaid leave, the faculty member will be assigned to the same or substantially equivalent position, which was held before the leave began unless otherwise required by law.
- (c) The faculty member shall be entitled to the same library and bookstore privileges as faculty members on regular contract during the period of leave.
- (d) Upon the faculty member's return to the College, unused accrued sick leave and years accumulated toward tenure ~~and promotion~~ shall be restored to an equivalent level that the member had before the leave began.
- (e) Unpaid leaves normally do not count toward promotion or tenure. For an unpaid leave to count toward promotion or tenure, the faculty member would make a written request ~~in writing~~ to the Vice President of Academic Affairs explaining how the length of time and the nature of activities of the leave relates directly to the faculty member's primary assignment at COCC and/or the PIP goals outlined in the recent cycle. The VPAA will then determine the eligibility of this request for promotion and tenure ~~and notify the faculty member of their decision in writing~~. The member will submit a final report to the VPAA which verifies the completion of the activities and assignments as initially requested.
- (f) The period of time on unpaid leave will be determined and specified in writing prior to the leave.
- (g) To the extent allowed by the insurance carrier, the College shall allow the faculty member to remain under the College insurance program if the faculty member pays the College for the cost of the insurance.
- (h) A faculty member on unpaid leave shall not be considered for promotion or tenure while on such leave.
- (i) The faculty member who does not return from unpaid leave at the time scheduled shall, upon that date, cease to be a member of the College and shall have no call upon the College of any sort. A faculty member who desires to extend the period of an unpaid leave shall prepare a written request to the President no later than one (1) month prior to the end of the leave period. Granting or not granting such an extension is solely at the discretion of the College.
- (j) Any of the foregoing in Article ~~9.3~~ 15.3 may be modified by mutual agreement of the faculty member and the College. The Vice President of Academic Affairs will consult with the Faculty Forum President when such modified agreements are being considered.

#### ~~9.4.~~ 15.4 Sabbatical Leave

- (a) A sabbatical leave is granted to a full-time tenured ~~or tenure-track~~ member of the unit only when such leave contributes to the goals of the College and enhances the professional competence of the individual granted the leave. A sabbatical leave is not considered to be a right which automatically accrues because of prior service. Rather, it is considered to be a privilege granted to a faculty member.

- (b) In order to be considered for a sabbatical leave, a tenured ~~or tenure-track~~ faculty member must make formal application through the PIRT committee, according to the General Procedures Manual. The person who applies for a sabbatical leave shall provide a summary of the activities to be undertaken during the leave and shall indicate the potential that these activities have for benefiting the students of Central Oregon Community College, the College as a whole, and themselves. Within a reasonable time after returning from a sabbatical (normally within thirty [30] working days of such return), the person shall provide the President of the College with a written report of sabbatical activities.
- (c) Requests for sabbaticals shall be considered in relation to prior as well as potential future contributions of the applicant. Impact to the department while the instructor is on leave shall also be considered. ~~The number of terms of sabbatical leave requested by a faculty member shall not be a significant factor in consideration, however (i.e. leave requests for fewer terms will not automatically increase their likelihood of approval.)~~
- (d) The terms and conditions of sabbatical leave will be combined in a contractual form and will become a contract upon signature of the individual being granted the sabbatical and the College.
- (e) Sabbatical leave eligibility will be based only on full-time service at Central Oregon Community College.
- ~~One to four (1 to 4) years of consecutive service: not eligible for sabbatical leave.~~
  - ~~Five (5) years of consecutive service: eligible for a one (1)- term of sabbatical leave in the sixth (6<sup>th</sup>) year or thereafter.~~
  - ~~Six (6) years of consecutive service: eligible for up to two (2) terms of sabbatical leave in the seventh (7<sup>th</sup>) year or thereafter.~~
  - ~~Seven (7) years of consecutive service: eligible for an academic year up to three (3) terms of sabbatical leave in the eighth (8<sup>th</sup>) year or thereafter.~~
  - ~~In certain circumstances, full-time faculty may request that the allocation of 15 LU for a one-term sabbatical be distributed across two (2) or three (3) terms in the same academic year. Such requests and the reasons for them will be specified in the faculty member's sabbatical application. In such cases, the repayment period in 15.4(g) will begin only after the final term of sabbatical leave is completed.~~
  - ~~Faculty on sabbatical will be compensated up to 100% of their annual salary. For sabbaticals shorter than three terms, the member's salary will be divided by 3 and multiplied by the number of terms of sabbatical.~~
  - Notwithstanding the above, faculty members are eligible for subsequent sabbaticals leave(s) only when they have repaid all of the required academic years of service.
  - ~~Three-term sabbaticals are only granted to faculty members who are tenured.~~

- (f) Faculty on sabbatical leave will be compensated up to 100% of their annual salary. For sabbaticals shorter than three (3) terms, the member's salary will be divided by three (3) and multiplied by the number of terms of sabbatical leave.
- (g) If a faculty member does not return for the prescribed year of obligatory service, that faculty member will be obligated to repay the amount of funds granted according to the following schedule:

### Sabbatical Repayment Schedule

~~For Faculty Member who does not return for the prescribed year of obligatory service:~~

Duration of Leave	Required Service from Employee Upon Return	Repayment to College if Employee leaves COCC employment prior to one academic year
Max. three (3) terms	One (1) academic year (three [3] contracted terms)	<ul style="list-style-type: none"> <li>One (1) term, repay full amount</li> <li>Two (2) terms, repay fifty percent (50%) of amount</li> </ul>

- (h) The terms of the required service and repayment schedule shall be a part of the contract. The contract shall contain a provision that the amount of the contract (or an appropriate share, thereof, based on time served) shall be repaid to the College if the individual does not complete the required term of service. Interest on the unpaid amount will be assessed at the then prime interest rate as per *The Wall Street Journal*. Repayment is due on the scheduled date of return, and if not paid in full, interest will be charged from that point. Death or disability of the faculty member removes repayment obligations from the faculty member or their estate. If the faculty member's position is eliminated because of reduction in force (see **Article 44 18**), no repayment will be required.
- (i) In each fiscal year of this Agreement, the College will provide adequate resources to the sabbatical account to fund **nine (9) ~~seven (7)~~** terms of sabbatical leave for full-time faculty members. For the purposes of this leave, a term is inclusive of any non-instructional contract days surrounding that term (e.g. fall return and commencement). ~~Normally, no more than one (1) faculty member per department should be on sabbatical during any given term.~~
- (j) Time spent on sabbatical will be considered equivalent ~~as to~~ full-time employment for the purposes of promotions, longevity, and salary increments.
- (k) Sabbatical leave will be awarded solely at the discretion of the College. If a faculty member is to receive a salary or other reimbursement from a source outside of the College for an activity which is presented for sabbatical funding, a budget for the sabbatical must be submitted which includes that salary or other compensation. ~~In no case should~~ **Normally**, the total of the outside salary and/or other compensation and the College sabbatical funds **should not** exceed **125%** ~~140%~~ of what the faculty member's regular salary would have been for the sabbatical period.

#### ~~9.5.~~ 15.5 Tuition

A bargaining unit member or their spouse, documented domestic partner, or dependent to the age of 25 (STUDENT) shall be allowed to enroll as either a part-time or full-time student at Central Oregon Community College, free of tuition cost ~~and college fees~~ but subject to the following limitations:

~~The College reserves the right to limit or bar STUDENTS from free enrollment in specific classes when limited enrollment might work a hardship on regular College students.~~

- (a) Enrolling tuition-free in a course shall be permitted only when the number of tuition-paying students justifies the continuation of the class.
- (b) The STUDENT pays whatever ~~course~~, laboratory, ~~or program~~ fees ~~or other fees~~ which are paid by tuition-paying students in the course.

#### 15.6 Early Retirement

The College will provide the following benefits to faculty who:

- Began full-time faculty annually contracted employment prior to July 1, 2014.
  - Have completed twelve (12) consecutive years of service with the College (Paid Leave, including up to two [2] years long term disability, will be counted as time served. Unpaid leaves do not constitute a break in consecutive years of service but will not be counted as time served.)
  - Are qualified and executing PERS retirement or are at least fifty-eight (58) years of age, but not yet sixty-five (65) years of age.
  - Elect the option of early retirement.
- (a) Conditions: If the employee is not yet age sixty-two (62) after meeting eligibility requirements above, the member is eligible for 1, 2 and 3 listed below under BENEFITS. If the employee is age sixty-two (62), but not yet age sixty-five (65) after meeting eligibility requirements above, the member is eligible for 2 and 3 listed below under BENEFITS.
- (b) BENEFITS:
1. A monthly stipend which shall be \$700 for a maximum of 48 months or until the employee reaches age sixty-five (65), whichever happens first. Employees retiring before age fifty-eight (58) may opt to receive monthly payments equal to \$700 x 48 months divided by the number of months eligible up to age sixty-five (65).
  2. Medical, vision, and dental insurance generally provided college staff limited to two-party coverage until retiree reaches age sixty-five (65) and shall be subject to approval of carrier. In the first year of retirement this benefit shall be the dollar amount in effect during the employee's last year of work increased thereafter by the average percentage increase in the previous calendar year's West – Size Class A CPI-U (with a range of 2.5%-3.5%). For employees receiving their first full-time contract after July 1, 2002, the CPI- U adjustment will not continue beyond the date of retirement.
  3. Existing (employer paid group plan) life insurance coverage at the time of retirement (maximum \$50,000) for employee until age sixty-five (65).

- (c) A minimum of six (6) months' notice must be given prior to the planned date of retirement. This requirement may be waived by the College President.
- (d) Early Retirement monthly stipends and benefits are not transferable to a spouse in the event of the employee's death.
- (e) If a payment has been authorized and a retirement date established, payment does not become an obligation of Central Oregon Community College until the agreed upon retirement date. Death or termination of employment for any reason, prior to established date, terminates the obligation to pay by Central Oregon Community College.