

Agreement Between
Columbia College Chicago
and
The United Staff of Columbia College
USofCC – IEA-NEA
2009-2012

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SALARY AND GRADING SYSTEM

ARTICLE I

COLLECTIVE BARGAINING UNIT

All full-time and regular part-time staff employees employed by the Employer at its facilities currently located at 600 S. Michigan, 72 East 11th Street, 623 S. Wabash, 624 S. Michigan, 731 S. Plymouth Court, 1415 S. Wabash, 1014 and 1016 S. Michigan, 1306 S. Michigan, 1104 S. Wabash, 33 East Congress Parkway, 1006 S. Michigan, and 24 East Congress Parkway, Chicago, Illinois in the following departments: Academic Computing, Administrative Services, Admissions, Advising Center, Art & Design, Arts, Entertainment & Media Management, Asian Arts Center, ASL Interpretation, Audio Arts & Acoustics, Book & Paper, Building Services, Center for Black Music Research, Center for Evaluation, Center for Instructional Technology, Center for Teaching Excellence, Chicago Center/Arts Policy, Chronicle, Conaway Achievement Project, Creative & Printing Services, Dance Center, Dance Movement Therapy, Dean of Students, Early Childhood Education, Educational Studies, English, Enrollment Management, Equity Office, Fiction Writing, Film/Video, Finance, Freshman Seminar, Glass Curtain, Graduate School, Institutional Planning & Research, Instructional Media, Interactive Multimedia Program, Interdisciplinary Arts, Journalism, Liberal Education, Library, Marketing, Multicultural Affairs, Museum of Contemporary Photography, Music, New Student Programs & Orientation, OCAP, Office of Facilities & Operations, Photography, Portfolio Center, Provost's Office, Purchasing, Radio, Records, Resident Center, School of Fine & Performing Arts, School of Liberal Arts & Sciences, School of Media Arts, Science & Math, Science Institute, Senior Seminar, Student Activities, Student Affairs, Student Employment, Student Financial Services, Student Leadership, Television, Theater, Transfer Evaluation, Upward Bound, Writing Center; but excluding all Accounting Department employees, Human Resources employees, Information Technology employees, Institutional Advancement Employees, Legal employees, Payroll employees, assistants to the vice presidents, assistants to the president, assistant to the board liaison and director of presidential events, managers, confidential employees, all persons who are primarily students including students employed under work study programs or student aid programs, community artists, music tutors, independently contracted tutors, faculty, guards, professional employees, and supervisors as defined in the Act.

ARTICLE II

ADMINISTRATION RIGHTS

Columbia College Chicago and its Board of Trustees retain all their rights, responsibilities, powers, duties, and authority inherent in the management of the College except as specifically modified by this Agreement during its term. These administration rights include, but are not limited to, the following and are illustrative of the type of matters and rights which are inherent solely to the administration:

- A. The right to plan, terminate, modify, and implement all aspects of educational policies and practices, including curricula; admission and graduation requirements and standards; scheduling; academic calendar; student discipline; and the establishment, expansion, subcontracting, reduction, modification alteration, combination or transfer of any job, department, program, course, institute, or other academic or non-academic activity and the staffing of the activity, except as modified by this agreement.
- B. The right to manage the College and direct the College's property, including fiscal and budget policy and their implementation, and to determine the means, methods, and personnel by which the College's operations are conducted and the location and relocation of offices, facilities, equipment, and the number and type of equipment, material, products, and supplies to be used or operated; and the sale, lease contracting or subcontracting of any of the facilities, equipment, or activities; and to act to maintain or improve the efficiency of the College's operation, except as may be modified by this agreement.
- C. The right to hire, direct, transfer, assign, terminate, lay off, discipline, appoint, reappoint, and evaluate its employees; and to establish, modify, and discontinue rules and regulations of procedure, conduct, policies, standards and practices relating to the performance of work, including workload, scheduling of work and its location; and criteria and qualifications for appointment, retention, and promotion of employees, except as may be modified by this Agreement.

**ARTICLE III
ASSOCIATION RIGHTS**

A. Dues Check-off

- 1. It is recognized that the duties of the Association as the sole and exclusive bargaining agent, entail expenses for collective bargaining and contract administration which appropriately are shared by all unit members who are beneficiaries of this agreement. Accordingly, each unit member shall either:
 - a. Join the Association, and pay the dues uniformly required; or
 - b. Not join the Association and pay an agency fee to the Association equivalent to the unit member's share of the cost of services rendered by the Association for collective bargaining and contract administration in its role as sole and exclusive bargaining agent as annually certified in writing by the Association to the College.

The obligation to pay either union dues or an agency fee begins at the expiration of the 90-day period referred to in Article V Section B of this Agreement.

- 2. The Association will provide all unit members with information regarding their rights and financial obligations to the Association. In addition, the Association will provide to all unit

members who are agency fee payers, information about its expenditures, so that the agency fee payers can decide whether to object to the use of their dues, by the Association, for activities not related, under the law, to the Association's role as exclusive bargaining representative. Agency fee payers may object to the Association's spending part of his/her fee for activities not related, under the law, to the Association's role as exclusive bargaining representative. Such an objecting agency fee payer must pay the percentage of the fee used for activities related to the Association's status as exclusive bargaining representative. That percentage will be determined by the Association's internal agency fee procedure.

3. It is the sole responsibility of the Association to inform unit members of the obligation to make these payments and to collect these monies from unit members. Unit members may choose to either pay the Association directly or have these monies deducted from their paycheck. If a unit member chooses payroll deduction, it is the Association's sole responsibility to ensure that all appropriate paperwork is submitted to payroll in a timely manner.

B. Payroll Deduction Process

1. If a new unit member chooses the payroll deduction option, The Association will track the expiration of his/her initial 90-day employment period as described in Article V, Section B and will contact the unit member to complete an authorization for payroll deduction for either union dues or agency fees. The deduction should begin on the first payroll following the expiration of the 90-day period. The Association shall also be responsible for collecting authorization for payroll deductions from all current unit members who choose the payroll deduction option.
2. The Association will submit payroll deduction authorization forms to the Payroll Department for processing.
3. Any additional paperwork required by the Association will be collected by the Association.
4. The Association shall make genuine and repeated efforts to obtain a signed authorization for payroll deductions for union dues or agency fee contributions, or payment of such directly to the Association. If such efforts are unsuccessful, the non-complying unit member will be terminated.
5. If the Association determines that a unit member is not paying either union dues or agency fee contributions, then the Association will notify the College and the unit member that the unit member is to be terminated. The Association is responsible for identifying and notifying Human Resources of all non-complying unit members. The College will then terminate the non-complying unit member identified by the Association within 10 business days from the day of receiving such notification.
6. With respect to any unit member from whom the College receives written authorization, the

College shall deduct union dues or agency fees from the unit member's payroll check. Such amounts shall be forwarded to the Association by the 15th day of the month following the month in which the deductions are made.

7. Upon written notification to the College from the Association of any documented errors that have occurred, or documented adjustments which should be made, regarding payroll deductions, the College will correct said errors or make said adjustments.

C. Indemnification

The Association, The Illinois Education Association and the National Education Association agree to indemnify, and save the College harmless against any claim, demand, suit, or other form of liability which may arise by reason of any action taken by the Association or the College in complying with the provisions of this Article. This includes reimbursement for all reasonable legal fees, expenses, judgments or settlements, incurred in connection therewith, provided the College gives notice of such action in writing to the Association as soon as practicable.

D. Release Time for Association Representatives

For 90 business days after ratification of this collective bargaining agreement, the College will provide release time for the Association to train a cohort of Association members to serve as representatives for its members in disciplinary or grievance meetings. The College will allow five hours of release time per person for up to 30 association members who will serve as representatives.

After the first year of the contract, the college will provide release time to train replacement representatives in order to maintain a cohort of Association representatives. The College will allow five hours per person to train a replacement for each representative lost through attrition.

The College will allow Association representatives up to five hours per person, per month to represent Association members at disciplinary or grievance meetings. Representatives will inform their supervisors immediately when they are scheduled to attend a disciplinary or grievance meeting during work hours.

Through the liaison process, the Association and the College will work to ensure that release time for Association representatives is distributed across the units of the College and that the functions of no unit are unduly disrupted by representatives' absences.

The College will pay Association representatives for release time, but the release time will not count as time worked. Part-time Association members who serve as one of the 30 representatives will also be provided release time during their regularly scheduled workday. The College will pay part-time Association members their regular hourly wage for attending an Association training if the training session is scheduled when the member is not scheduled to work but the paid time will not as count time worked.

ARTICLE IV
COLLEGE-ASSOCIATION RELATIONSHIP

A. College-Association Liaison

The Association will appoint a liaison committee of no more than two unit members to meet with the Vice President for Human Resources (the College Liaison) on a pre-determined frequency but not more than once every week. The purpose of these meetings is to solve problems and to maintain effective communication and collegial relations between the Association and the College. The purpose of these meetings is not to renegotiate the contract. However, by mutual agreement of both parties, contract provision not identified in the contract as eligible for re-opening may be re-opened prior to the expiration of the agreement at the same time as the other provisions so identified.

B. President-Association Meetings

Not less than once in each academic year the President and/or his /her designee shall meet with the Executive Committee of the Association, unless the parties agree not to meet. The parties will meet for no less than one hour to discuss issues of mutual interest. These meetings, however, shall not include discussions about modifications to this Agreement during its term. The scheduling of the meeting shall be initiated by the Association.

C. Office Space

The Association shall be provided office space with campus telephone access and the ability to log on to the College's email system for use consistent with College policy and procedures. The office will include at a minimum a phone, desk, chair, and file cabinet for the use of the Association.

D. Campus Mail

The Association shall have the ability to distribute mail for Association business through the mailroom consistent with College policy and procedures. The Association shall assemble unit-wide mailings in department/office packets for delivery by the mailroom to departments and offices on campus.

| E. Meeting Space

The Association shall be allowed to use campus meeting facilities for Association business according to College policies and procedures.

F. Bulletin Boards/Website

The Association shall have access to bulletin boards, according to College policies and procedures, for the purpose of communicating with its members. The Associations shall also be permitted to provide a link from its official website to that of the College, subject to the College's web policies and procedures.

G. Orientation Materials

The Association shall provide to the College information packets including the following information items: the structure of the Association, the location of the Association office, where and how to access the Association contract, how to communicate with Association leadership, and an Association membership form with a return envelope. The College shall include this Association information packet in Orientation packets given to all new bargaining unit members.

H. Bargaining Unit List

- a. Human Resources will provide a list of new hires to the Association representative once a month. A list will be produced after the second payroll of the month is processed, and will be sent to the Association representative before the tenth day of the following month. The list will be in alphabetical order and will include the following information for persons hired into association-covered jobs:
 - i. Employee name
 - ii. Home address
 - iii. Employee ID number
 - iv. Part-time or full-time status
 - v. Job title
 - vi. Department
 - vii. Hire date
- b. Human Resources will produce lists of current Association members who have been promoted or transferred to jobs that are not Association-covered, and of Association members who have terminated employment with Columbia College. These lists will be provided to the Association representative at the same time the new-hire list is provided.
- c. Once a year by October 15th, the College will provide to the Association a complete list of part-time unit members giving for each the total number of hours worked over the past 12-month period. If this date falls on a holiday or weekend,

the College will provide said list on the first College business day thereafter. It will be the sole responsibility of the Association to assess dues amounts based on this information.

I. Accounting System

The College shall provide the Association an account number with which to purchase campus services such as mailing and catering as needed, according to College policies and procedures. The Association will be responsible for funding the account.

J. Copy of Agreement

The Collective Bargaining Agreement shall be available on the Association website. It shall also be available on a Human Resources link from the College's website, subject to the College's web policies and procedures. Ten (10) copies of the contract will be kept on reserve in the library.

K. Copy Machine

The Association shall have reasonable access to a copy machine for Association business, at no cost, in a reasonable location for use consistent with College policy and procedures. The Association shall bear the cost of copy paper.

ARTICLE V EMPLOYMENT PRACTICES

A. Hiring Practices

Association members who meet the minimum stated qualifications for an open position within the College will be granted an interview. An Association member must follow the application procedures as described on the College website. If an internal candidate is hired into an open position, she/he cannot apply for other open positions for a period of 12 months from the date the candidate begins the new position.

Open positions will be posted on the College's intranet for 3 working days. Once the open position has been posted for three working days, it may be advertised to the public.

B. New Employees

New Association-eligible hires will not become bargaining unit members until they have been actively employed for 90 calendar days.

C. Performance Evaluations

1. Process

Performance evaluations will be conducted at least once each year for all unit members, full-time and part-time. The evaluation period will be announced each year by the Office of Human Resources, and the College will have 90 days from the date indicated in the announcement to complete the evaluation process and submit the completed evaluations to the Office of Human Resources. Unit members who are employed when the evaluation period begins will receive a performance evaluation.

Every full-time unit member should submit to her/his supervisor a self-evaluation as part of the evaluation process. The supervisor will schedule a meeting with the unit member to review the completed evaluation before submitting it to HR. An Association representative cannot be present during a performance evaluation meeting. The performance evaluation meeting cannot be used to take disciplinary action against a unit member.

The unit member will be given a minimum of two weeks to complete the self-review prior to meeting with the supervisor. If, for some reason, the unit member does not attend her/his performance review meeting within a reasonable period of time after the supervisor has completed the evaluation, the supervisor will still submit the completed evaluation to HR by the deadline.

Supervisors of part-time unit members will complete different performance evaluations for those part-time unit members. The part-time unit member will be given the opportunity to review the evaluation before it is submitted by the supervisor. Performance evaluation review meetings are not required.

The respective evaluation forms will be posted on the College's website. The forms may be amended at any time by the College; however, if the College chooses to amend the forms, the Association will be notified a minimum of 90 days in advance of the implementation of the change.

2. Content

If the supervisor indicates in the evaluation that there are performance deficiencies, specific examples of these deficiencies must be provided and must be related to the position description for that job and/or competencies that the unit member is expected to demonstrate or develop. Performance deficiencies documented in a performance evaluation can be used in disciplinary meetings or in termination decisions.

D. Access to personnel file

1. A unit member wishing to review his or her personnel file must submit a written request. The request may be made via e-mail or paper and should be directed to the Benefits Specialist in the Human Resources Department. If the Benefits Specialist is absent, the request may be directed to the Benefits Manager.
2. Except in those circumstances in which the Illinois Personnel Record Review Act allows employers to not produce the personnel file or portions of the personnel file, The Human Resources Department will follow the College's internal processes to make the file available within seven (7) business days of receipt of the written request. In accordance with Illinois law, up to an additional seven (7) days may be taken when there is good cause to extend the time period.
3. When the file is available, Human Resources will contact the unit member to set up an appointment to view the file in the Human Resources Department with a member of the Human Resources staff present.
4. A unit member may request a copy of selected pages or of the entire file. The first fifty (50) pages will be copied at no cost. Additional pages will be copied at a cost to the unit member of ten (10) cents per page. Payment must be made at the time the request for copies is made.
5. A unit member may request to view his or her file up to two times per calendar year.
6. The procedures for a unit member to request to review his or her personnel file will be posted on the Human Resources page of the College website.

E. Unsatisfactory Performance

If a unit member performs unsatisfactorily, the College may give a verbal warning to the unit member.

If a verbal warning is considered by the College to be inappropriate, the College will issue a written warning concerning the unsatisfactory performance. Such warning will include a description of the deficiencies and possible consequences for failure to correct the performance deficiencies. The written warning may include recommendations for correcting the deficiencies. This written warning will be presented to the unit member in a meeting and the unit member will sign a copy of the warning to be placed in his or her file. Signature on the warning is only to acknowledge the receipt thereof. The College will expect immediate correction of deficiencies except in circumstances that require training or when there is no immediate opportunity to demonstrate corrected performance. The College will pay the cost of training required by the College. In those circumstances, the College will

inform the unit member in writing as to when his/her deficiencies must be corrected. Satisfactory performance must continue indefinitely. The College may impose sanctions up to and including termination for a unit member whose performance is continuously or continually unsatisfactory in one or more areas.

The unit member may choose to be accompanied by an Association representative at a meeting during which unsatisfactory performance is discussed, except in the case of a performance evaluation meeting. The Association representative will be chosen by the unit member from representatives elected or appointed by the Association from its membership. The IEA Liaison may serve as the unit member's representative only by mutual agreement of the unit member and the College. The Association representative will serve as an observer. During the meeting, the representative of the unit member may ask for short breaks in order to confer.

F. Misconduct

Misconduct may include, but is not limited to, lateness, insubordination, inappropriate language, or absenteeism. In a circumstance where a unit member engages in misconduct, the College will issue a warning to the unit member. If the unit member engages in misconduct repeatedly the College may further sanction the unit member. Sanctions may include a letter of warning, suspension without pay for a period to be determined by the College, termination, or other actions deemed appropriate by the College.

A meeting will be held with the unit member in which the College will describe the sanction and offer the unit member the opportunity to respond.

A unit member whose behavior threatens the physical safety of members of the College community; the security of the College's property, information, or other tangible or intangible assets; or whose words or actions are so inappropriate that they threaten to disrupt the effective functioning of the College, may immediately be sanctioned. In such cases the College may impose sanctions up to and including termination and no meeting prior to imposition of sanctions will be required.

The unit member may choose to be accompanied by an Association representative at any meeting during which his or her misconduct is discussed with him or her. The Association representative will be chosen by the unit member from representatives elected or appointed by the Association from its membership. The IEA liaison may serve as the unit member's representative. The unit member's representative will serve as an observer. The representative and the unit member may take short breaks during the meeting in order to confer with each other.

In circumstances where a unit member is alleged to have engaged in unlawful discrimination, this section will not apply, and instead the College's anti-discrimination and anti-harassment policy will apply.

G. Job Elimination

The Administration may need to eliminate a position or positions. An Association member will be given 90 days notice, in writing, when his/her position will be eliminated. After the Association member's last day of employment he/she will receive 2 weeks of regular pay. During the 90-day period, the Association member may take up to 12 paid days to attend job interviews. The Association member must provide 3 working days notice to the immediate supervisor prior to the absence.

The same tuition remission benefit that active employees receive will be extended to Association members whose positions have been eliminated as follows.

1. An affected Association member may use the tuition remission benefit to complete courses for which he/she is registered that are in session as of his/her last day of employment.
2. An affected Association member may use the tuition remission benefit for eligible family member as follows:
 - a. Family members registered in courses at the time an Association member receives notice that his/her job is eliminated may complete those courses.
 - b. Family members are eligible for tuition remission for one additional term (excluding J-terms) that begins within 180 calendar days from the date of the job elimination notice.
 - c. Eligible family members who have applied, and are ultimately accepted, as first-time freshmen are eligible for tuition remission for one semester (excluding J-terms) if:
 - i. the semester for which they have applied begins within 180 calendar days of the date on which the Association member receives notice that his/her job is eliminated; and
 - ii. the application is completed by the priority deadline for that semester.

ARTICLE VI GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as a complaint by a unit member, group of unit members, or the Association at the request of a unit member or group of unit members, that there has been a violation, misinterpretation, or misapplication of any provision of the agreement. The College's actions are not subject to grievance or arbitration when the

College's actions or decisions are subject to internal review under the policy prohibiting discrimination and harassment. The College may separate a grievance brought by a group of unit members into individual grievances. Administrative actions will remain in force during the grievance process.

B. Informal Resolution

The parties agree to use their best efforts to encourage informal and prompt resolution of grievances. The grieving party(ies) shall request a meeting with her/his immediate supervisor as soon as possible after the event giving rise to the complaint, but not later than ten (10) working days after its occurrence. The meeting shall take place not later than ten (10) working days after the request is made. The grievant may request that an Association representative attend the meeting and the supervisor may request that a representative from the College's Human Resources Office attend the meeting. The supervisor shall render her/his decision in writing not later than five (5) working days after the meeting takes place. If the unit member is not satisfied with the supervisor's decision, she/he may initiate formal grievance proceedings.

C. Formal Proceedings

1. If not resolved above, within ten (10) business days after the grieving party(ies) has received the decision rendered by the unit supervisor, the grievance must be submitted in writing to College Liaison, with a copy to the President of the Association or her/his designee. The grievance must cite the Article allegedly violated, misinterpreted, or misapplied; the date(s) of the event which is the subject of the grievance; who was present at the event; and the requested remedy. Within ten (10) business days after having received the written grievance, the College Liaison or her/his designee will meet with the grievant and may also gather information regarding the event cited in the grievance from appropriate sources. The unit member may choose to be accompanied by a union representative chosen by the unit member from trained representatives elected or appointed by the Association from its membership. The IEA liaison may serve as the unit member's representative within the scope outlined by law. Within five (5) business days of the meeting, the College Liaison will render her/his decision in writing, with copies sent to the grievant, the President of the Association and appropriate College personnel.
2. If the grievance is not resolved at the first Formal Step of the grievance, the grievant may submit the grievance in writing to the Provost/Senior Vice President within ten (10) business days after having received the written decision of the Liaison. Within ten (10) business days after receiving the grievance, the Provost or her/his designee shall meet with the grievant for the purposes of resolving the grievance. The unit member may choose to be accompanied by a Union representative chosen by the unit member from trained representatives elected or appointed by the Union from its membership. The IEA liaison may serve as the

unit member's representative. Within five (5) business days after the meeting, the Provost will render her/his decision in writing, with copies sent to the grievant, the President of the Association, and appropriate College personnel.

3. If the grievant misses a deadline, the grievance shall be considered void. If the Administration misses a deadline, the grievant may take the grievance to the next step described above. All timelines in steps B, C, and D may be extended by mutual agreement.

D. Arbitration

1. If the grievant is not satisfied with the Provost's decision, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association will act as the administrator of the proceedings, and the arbitrator shall be selected in accordance with its procedures. If a written demand for arbitration is not filed with the Provost's office within fifteen (15) business days of the date from the Provost's response, then the grievance will be deemed withdrawn.
2. The arbitrator will base his or her decision solely upon his or her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The arbitrator will have no power to alter, amend, modify, or add to the terms of this Agreement. The arbitrator has no power to write any new clause, change an existing clause, or write a new agreement.
3. Each party will bear the full costs of its representation. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties. If either party requests a transcript of the proceedings, that party will bear full costs for that transcript. If both parties order a transcript, the cost of the transcript will be divided equally between the College and the Association.

E. No reprisals will be taken for the processing of or participation in any grievance.

ARTICLE VII SALARY AND BENEFITS

A. Salary and Health Plan Premiums

In years 2 and 3 of the contract, the Parties will negotiate any salary increase for that year. These negotiations shall begin no later than February 1 of each contract year.

Year 1 Salary (2009-2010)

The unit member's contribution for health insurance shall be frozen at its rate as of July 1, 2009. The Parties additionally agree that there will not be a pay raise during the first year of the contract. However, if the 2009 fall enrollment increases to 12,931 students, full-time unit members will receive a bonus of \$800.00. Part-time unit members will receive a prorated bonus, not to exceed \$800.00, based on the average number of hours worked a week in 2009 divided by 35 hours a week (average number of full-time unit member's hours) multiplied by \$800.00.

For example, if a part-time unit member works an average of 15 hours per week for the 2009 calendar year. The part-time unit member will receive a bonus check in the amount of \$342.85

1. $15 \div 35 = .42857$
2. $.42857 \times 800 = \$342.85$

Year 2 Salary (2010-2011)

Salary negotiations for year two shall begin no later than February 1st 2010.

The parties have already agreed that, should an across-the-board salary increase occur for employees not covered by a collective bargaining agreement, which exceeds the negotiated salary increase or bonus for unit members, unit members will receive the same across-the-board increase as awarded to non-bargaining unit members instead of the negotiated raise or bonus.

Unit members' contributions for the Columbia Health Plan insurance premiums shall not increase more than \$5.00 per month for single coverage and \$7.50 per month for family coverage. The formula for premium-sharing for the HMO plan will remain unchanged.

Year 3 Salary (2011- 2012)

Salary negotiations for year three shall begin no later than February 1st 2011.

The parties have already agreed that, should an across-the-board salary increase occur for employees not covered by a collective bargaining agreement, which exceeds the negotiated salary increase or bonus for unit members, unit members will receive the same across-the-board increase as awarded to non-bargaining unit members instead of the negotiated raise or bonus.

Unit members' contributions for the Columbia Health Plan insurance premiums shall not increase more than \$5.00 per month for single coverage and \$7.50 per month for family coverage. The formula for premium-sharing for the HMO plan will remain unchanged.

B. Time Off

| 1. Vacation
|

Full-time unit members hired before September 1, 2010 accrue vacation as follows.

Years of full-time service	Monthly accrual rate	Vacation days earned in one year	Maximum carry-over
Less than 2	.83 days per month	10 days (prorated in first year)	20 days
After 2	1.25 days per month	15 days	30 days
After 10	1.67 days per month	20 days	40 days
After 15	2.08 days per month	25 days	50 days
After 20	2.5 days per month	30 days	60 days

The following schedule applies to full-time librarians hired before September 1, 2010:

Years of full-time service	Monthly accrual rate	Vacation days earned in one year	Maximum carry-over
Less than 2	1.25 days per month	15 days (prorated in first year)	30 days
After 2	1.83 days per month	22 days	44 days
After 15	2.08 days per month	25 days	50 days
After 20	2.5 days per month	30 days	60 days

Full-time unit members hired on or after September 1, 2010 accrue vacation as follows.

Years of full-time service	Monthly accrual rate	Vacation days earned in one year	Maximum carry-over
Less than 4	.83 days per month	10 days (prorated in first year)	20 days
After 4	1.25 days per month	15 days	30 days
After 10	1.67 days per month	20 days	40 days
After 20	1.83 days per month	22 days	44 days

The following schedule applies to full-time librarians hired on or after September 1, 2010:

Years of full-time service	Monthly accrual rate	Vacation days earned in one year	Maximum carry-over
Less than 3	1.25 days per month	15 days (prorated in first year)	30 days
After 3	1.5 days per month	18 days	36 days
After 5	1.67 days per month	22days	44 days

Sick Leave

Part-time unit members shall be paid for up to two work days per calendar year when they are unable to work due to illness or injury, unable to arrange care for a dependent child who, due to illness or injury, cannot attend school, day care or be cared for by their usual child care provider, or unable to arrange care for dependent parents who no longer are able to care for themselves due to illness or injury. Full-time unit members receive up to 10 such sick days per calendar year.

Family and Medical Leave Act Leave

The College's FMLA policy provides eligible employees to take up to 13 weeks of job protected leave in a 12-month period for specified family and medical reasons. FMLA leave can be paid or unpaid depending on the reason for the leave.

Leave may be used for serious health conditions defined as:

- An illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential care facility;
- Incapacity requiring absence from work, school or other regular daily activities of more than three calendar days which involves continuing treatment by a health care provider; or
- Continuing treatment by a health care provider for a chronic or long term health condition

To be eligible for FMLA leave, unit members must have been employed for 12 months immediately preceding the start of the leave and have been paid for at least 1,250 hours of service during the previous 12-month period.

During FMLA leave, life insurance and long-term disability coverage will remain in effect and paid for by the College for up to a 12-month period. If the unit member is enrolled in a medical and dental plan, coverage can stay in effect during FMLA leave.

While on paid FMLA leave, payroll deductions for health, dental, and all other benefits such as flexible spending accounts, 403 (b) plan contributions, and transit program will continue to be withheld from any salary continuation benefits paid. Also, while on paid leave vacation accrual will remain in effect and the duration of the leave will count toward pension service.

While on unpaid FMLA leave, in order to continue medical and dental coverage the unit member must submit payment for the employee portion of health premiums by the 1st of each month for that month's coverage to keep the coverage in effect.

Participation in all other benefits such as flexible spending, 403(b) contributions, and transit program will be discontinued until the unit member returns to work.

Unit members will be reinstated to their position, or an equivalent position, as long as the unit member returns within the 13 weeks of FMLA leave.

Paid FMLA leave may be granted to eligible unit members for 1) the birth of a child; 2) due to a serious health condition that makes the unit member unable to perform any or all of the essential functions of his or her job in excess of 10 consecutive days.

Salary continuation benefits are as follows while the unit member is on an approved paid FMLA leave:

Years of Service	Full pay	Half pay
1 to 3	Up to 4 weeks	Up to an additional 9 weeks
3+ to 6	Up to 8 weeks	Up to an additional 5 weeks
6+	Up to 13 weeks	

Unpaid FMLA leave will be granted to eligible unit members for 1) the birth of a child, or placement of a child for adoption or foster care within one year of the birth or placement; 2) to care for a child, spouse or parent with a serious health condition. While on unpaid FMLA leave, the unit member may continue health plan benefits by paying the employee portion of the health plan premium to a maximum of 12 months.

Long Term Disability

The College provides long-term disability leave at no cost to full-time unit members, as provided under a long-term disability insurance policy. If approved for benefits by the insurance carrier, the unit member may continue medical and dental coverage through COBRA provisions. Life insurance coverage may be continued by converting to an individual policy, paid by the unit member.

A pre-existing condition is an illness or injury for which the unit member received treatment within 365 days prior to enrollment in the plan before coverage under the plan started. No disability benefits will be paid for the condition until the unit member has gone 6 months without receiving treatment for the condition or coverage has been in effect for 6 months, whichever occurs first.

| Totally disabled means an illness or injury which starts while the unit member is covered under the plan that prevents the unit member from performing all regular occupation duties.

Partially disabled means an illness or injury which starts while the unit member is covered under the plan that prevents performance of all duties on a full-time basis but the unit member is:

- Performing at least one of the duties of the unit member's regular or another occupation on a full-time basis or part-time basis and
- Earning at least 20% less than what the unit member earned immediately before becoming disabled

If approved, benefit payments begin at the end of the month following 90 consecutive days of disability provided that the unit member presents the LTD carrier with satisfactory evidence of a disability and regular care of a physician is required.

Benefit Amount

Totally Disabled – 66 2/3% of the unit member's basic monthly earnings minus any other income benefits payable to the unit member.

Partially Disabled – During the 24 months, after the date the unit member has satisfied the elimination period, any money that is earned will not be used to offset the disability benefit unless the earnings, when added to the disability benefit, exceed the pre-disability earnings. If this is the case, the benefit will be reduced so that the total income will equal the unit member's pre-disability earnings.

Jury Duty

Full-time unit members who are summoned to serve will be paid for their regularly scheduled work hours during the period of service. Unit members called to jury duty are expected to inform their supervisors when notified by the court of the call to serve and provide a copy of the jury summons. After jury duty is completed, the jury paycheck stub should be brought to the supervisor to verify the days served. The unit member may keep payment received for participating in jury service.

Bereavement Leave

Full-time unit members may be paid for up to three work days of leave to make funeral arrangements and attend services in the event of the death of a member of the unit member's or his/her spouse or domestic partner's immediate family. Immediate family is defined as the unit member's spouse or domestic partner, son, daughter, parent, grandparent, grandchild, aunt, uncle, brother, sister (or spouse of any of them), or any other related person living in your household.

Other Paid Time Off

The Parties have agreed that whether unit members will receive the paid time off the College has given to unit members commonly known as "the Holiday Break" and "Summer Hours" shall remain at the discretion of the College.

Military Leave

If unit members are called to, or voluntary enter the military a written or verbal notice to the supervisor is required.

Unit members that do not give advance notice forfeit the rights afforded under the Uniformed Services Employment and Reemployment Rights Act, unless such notice is impossible or unreasonable because of military necessity.

Military service leaves are unpaid, however, unit members can choose to use unused vacation time while on leave.

Unit members that enter the military service, whether on a voluntary or involuntary basis, will be granted a leave of absence and may remain on duty for a total of five years and still retain reemployment rights. The five (5) year period may be exceeded due to a number of exceptions, such as:

- The additional time is necessary to complete an initial obligated service requirement
- Inability to obtain release orders through no individuals fault
- Additional training is determined necessary by the secretary of the particular military branch
- Statutorily mandated National Guard and reserve training
- Service performed on active duty during periods of war or national emergency

While on military leave, the College will continue medical and dental coverage for up to 30 calendar days, the unit member will be required to pay the standard employee premium for this coverage. After 30 calendar days, coverage will be terminated and the unit member and eligible dependents will be offered continuation of coverage through COBRA for up to 18 calendar months. Medical and dental coverage will be reinstated upon return to active employment.

Life insurance, long-term disability and flexible spending accounts will end when the leave begins and reinstated when the unit member returns to active service. Unit members will be given the opportunity to convert the life insurance coverage to a personal policy.

If the unit member is participating in a 403 (b) plan prior to military leave, upon return, the unit member will be allowed to make up missed contributions over a period equal to three (3) times the period of military service but no longer that five (5) years.

Personal Leave

The College may provide an unpaid leave of absence for a specified period of time. Unpaid leave is granted at the discretion of the College. A request for unpaid leave should be made in writing to the appropriate department head as well as the Office of Human Resources. The

request should state the purpose of the leave and its expected duration. The department head and the Office of Human Resources will evaluate the request in light of the staffing needs of the department and College at the time.

C. Other Employment Benefits

The college provides the following benefits to full-time unit members:

Benefits paid for by the college include life insurance, accidental death and dismemberment insurance, an employee assistance program, tuition remission at Columbia College, participation in two tuition exchange programs and retirement benefits (tuition benefits are not 100% in all cases).

Benefits that are shared in cost between the College and full-time unit members include medical coverage for the full-time unit member and his/her eligible dependents (the unit member may choose either the Columbia Health Plan PPO or an HMO), prescription drug coverage, dental insurance, and vision insurance.

Additional benefits, paid for by the unit member, include a tax-preferred commuter benefit, flexible savings accounts for medical and childcare expenses, long-term care coverage, and participation in a tax-deferred annuity retirement savings program. Part-time unit members may participate in the commuter benefit program and the tax-deferred annuity retirement savings program.

ARTICLE VIII CONTRACT CONTINUITY

A. No Strike No Lockout

During the term of this Agreement, the Association, its officers and members, agree that it and they will not engage in, or in any way encourage or sanction any strike, sympathy strike, sit-down, boycott, picketing or action in support of a collective bargaining issue that will interrupt or interfere with any operations of the College. Any unit member who violates the provision of this section shall be subject to discipline by the College. The Association and its officers agree to make a good faith effort to prevent the Association and its members from violating this provision of the Agreement.

The College agrees that it will not lock out any unit members during the term of this Agreement, provided this provision is not violated by any unit member or the Association.

B. Separability and Duration

Any provision of this Agreement deemed illegal or invalid in part or in whole by any court or government agency of competent jurisdiction shall not invalidate the entire Agreement or any other part or portion of the Agreement. Either party can initiate a renegotiation of the invalidated provision if permissible by law.

The Agreement shall be binding and effective as of the date of ratification by both parties and shall expire August 31, 2012 and thereafter automatically renew from year to year unless at least 180 calendar days prior to any expiration date either party notifies the other in writing of its desire to renegotiate this Agreement

C. Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals on any subject or matter not removed by law from the area of 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, the sole Agreement between the parties regarding wages, hours and other terms and conditions of employment. Except where the parties agree in writing, this Agreement cannot be modified during its term.

APPENDIX

SALARY AND GRADING SYSTEM

The College agrees to complete a salary study in progress at the time of ratification of this contract. This salary study is being conducted utilizing a third party system developed by Mercer and Associates. This system slots jobs into grades, whereby jobs that have similar levels of impact on the organization, communication responsibilities, complexity of the job, and the application of a breadth and depth of knowledge to accomplish objectives are grouped together.

The completed salary study will include determination of job grades for all Association bargaining unit members and an accompanying salary range. The College agrees to share information regarding the process used to create the salary study, the results and the plan for implementation with the Association negotiations team.

MEMORANDUM OF UNDERSTANDING

The parties agree that the paid time off commonly known as the “Holiday Break” will remain in place until the expiration date of this contract.