

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 a USofCC representative at any meeting during which the misconduct is discussed with the unit member. The USofCC representative will be chosen by the unit member from representatives elected or appointed by USofCC 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 Harassment Policy will apply. The College will keep a current copy of this policy posted on its internal website and will notify USofCC whenever it is updated.

G. Job Elimination

The College may need to eliminate a position or positions. A unit member will be given ninety (90) days notice, in writing, when the unit member's position will be eliminated. The College will notify USofCC regarding such eliminations (and any expectation for continued work) prior to the meeting in which the unit member is notified. The College will first attempt to notify the USofCC President and/or the USofCC Vice President directly via telephone. The College will also notify these USofCC representatives via email. The Human Resources Department will endeavor to have an HR representative present at each unit member meeting; in the event an HR representative cannot attend, one will be available in the HR office for the remainder of the work day to answer questions. The College agrees to include information about how to contact their USofCC representative within the information package provided to laid off unit members.

After the unit member's last day of employment, the unit member will receive two (2) weeks of regular pay. During the ninety-day (90-day) period, the unit member may take up to twelve (12) paid days to attend job interviews. The unit member must provide three (3) business days notice to the unit member's immediate supervisor prior to the absence.

The College decides in its discretion whether a laid off unit member will be required to work during the ninety-day notice period. If unit members are required to remain on the job, they will be informed of this decision (and the expected duration of work) at the notification meeting. Unit members who are not required to work during the ninety-day period will still be paid according to the College's pay schedule and will be expected to respond to reasonable requests from the College for information. Such unit members will also cooperate, when possible, with reasonable requests to work if needed (however, the College will not make more than one request to work during the ninety-day period). Such unit members will also be permitted to retain the Columbia ID card (unless circumstances will not permit), access the Columbia email account, and access the "IRIS" page for a period of three (3) business days after notification of layoff. Such unit members will also have access to internal job postings, MyC, and Lynda.com (or any similar training services then provided by the College) for the ninety-day period. Extended access may be revoked if a unit member misuses any of these systems or otherwise engages in misconduct during the extended period. Unit members who are laid off may be required to return physical keys, College equipment, and/or any other Columbia property.

Student Workers. If a department lays off a unit member from a position that (1) regularly exercised supervisory authority over other students or (2) was responsible for promulgating and enforcing safety rules and regulations, the College will not reassign those specific duties to student workers.

Temporary Upgrades. Until such time as the parties negotiate a Salary Schedule (as described in the attached 11/11/13 Memorandum of Understanding), the College will consider and evaluate requests for temporary pay upgrades regarding unit members whose job duties have been significantly changed or increased as a result of job

vacancies. Unit members may request a review of their current role and responsibilities to determine if a temporary pay upgrade is necessary. Such requests should be made in writing and submitted to the appropriate manager and/or Human Resources. The College will notify USofCC of any such requests and any approved temporary upgrades.

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

1. An affected unit member may use the tuition remission benefit to complete courses for which the unit member is registered that are in session as of the last day of employment.
2. An affected unit member may use the tuition remission benefit for eligible family members as follows:
 - a. Family members registered in courses at the time a unit member receives notice that the unit member's 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 one-hundred and eighty (180) calendar days from the date of the job elimination notice; or
 - 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 one-hundred and eighty (180) calendar days of the date on which the USofCC member receives notice that the unit member's job is eliminated; and
 - ii. the application is completed by the priority deadline for that semester.

Unit members who have lost jobs due to position elimination will be granted the same access to interviews as current staff for twelve (12) months from their last day of employment at the College. This shall apply only if applicants identify in their cover letter that they are a recent employee of the College and include their last day of employment.

H. Disciplinary Actions

1. Removal of Disciplinary Actions

Unrelated verbal or written warnings may not be relied upon for discipline if the verbal or written warning is older than twelve (12) months, unless there is a pattern of verbal or written warnings on the same issue.

2. Notice of Suspension or Termination

USofCC will be notified in advance whenever a suspension or termination of a unit member will occur. Where possible, that notice will be provided in writing two business days prior to the scheduled meeting. If that notice cannot be provided ahead of time, USofCC will be notified in writing within two (2) business days after the termination or suspension.

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