

**UNION PROPOSALS FOR A  
NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN  
UNITED STAFF OF COLUMBIA COLLEGE (USCC) AND COLUMBIA COLLEGE**

**November 5, 2018**

**NON-ECONOMIC ISSUES**

**Art. I – Collective Bargaining Unit**

1. Employer agrees to add into the bargaining unit employees in IT, Development/Alumni, and Payroll who are not otherwise excluded under the Act.

**Art. IV – College – USofCC Relationship**

2. Section A – Labor Management Meetings
  - a) Add: Additional staff may attend Labor- Management meetings when necessary to address items under discussion.
  - b) Management to provide Union with minutes from L-M meetings at least 48 hours prior to upcoming meeting.
3. Section H – Bargaining Unit List

H (1) Add the following items to unit information currently provided to Union:

  - Exempt/non-exempt status;
  - personal email;
  - personal/cell phone;
  - job grade;
  - position start date
4. H (4) – Bargaining Unit Roster

College to provide Union with additional unit roster list as of June 15 of each year.
5. Section L – Release Time and Stipends
  - a) Add provisions to allow paid release time for Union-elected delegates to attend the Union’s two annual Representative Assembly conferences. Pay shall be at the delegate’s normal rate of pay.
  - b) A stipend to be provided to four (4) USofCC officers in the amount of \$3,200 per semester for the benefit of the College and USofCC in administering the Collective Bargaining Agreement.
6. Section M – Job Descriptions

Add the following:

  - a) Union to be provided copies or access to all unit job descriptions.
  - b) Job descriptions and postings to identify exempt or non-exempt status of position.

## Art. V – Employment Practices and Evaluations

7. Section A – Hiring Practices  
Add the following to 2<sup>nd</sup> paragraph: The College will also send email notice of all open positions to all staff via list serve.
8. Section B – New Employees  
Change as follows:  
New hires shall become members of the bargaining unit upon the employee’s initial date of hire, but shall have a 90 day probation period for purposes of allowing College to evaluate work performance and determine whether to continue employment status.
9. Section C –Performance Evaluations  
Add to Section C – 1:
  - a) Evaluations shall be constructive in nature to provide clear and specific feedback on job performance and goals, and to identify specific steps to meet goals. If it becomes necessary to require improvement in the employee’s work performance, there shall be regularly scheduled check-ins to assess the employee’s progress.
  - b) Add to Section C – 1: During the evaluation period, each unit member shall be given opportunity to evaluate the employee’s immediate supervisor;
  - c) Section C- 2 Discuss Performance Improvement Plan (PIP)
10. Section G – Job Elimination  
Add the following to Section G:
  - a) Work Preservation Clause  
Work performed by bargaining unit members upon the effective date of this contract shall remain bargaining unit work during the life of this Agreement.
  - b) Recall Rights  
During the 24 months following a layoff, a laid off employee shall retain recall rights to return to the same or similar position, should such position become open and available.
  - c) Right to Fill Vacant Positions  
Prior to being laid off, employees who have been designated for layoff will be provided a list of vacant positions and shall have first opportunity to fill any vacant position, if qualified. Employees shall then be provided 60 calendar days to demonstrate their ability to perform the essential functions of a new job position.
  - d) Department Layoffs  
In the event of a job elimination and impending layoff, a department shall designate the least senior qualified employee in that classification for the layoff.
  - e) Hiring of Vacant Positions  
Discuss current College policy for the filling of vacant positions.
11. Section H – Disciplinary Actions
  - a) College to offer employee union representation for an investigatory meeting that could potentially lead to disciplinary action.
  - b) Employees may be disciplined or terminated only for just cause.
  - c) College will utilize progressive discipline for non-serious disciplinary and performance issues, starting with verbal warnings, written warnings, suspension, and then termination.

12. (New Section) – Scheduling and Overtime
- a) An employee’s regular schedule shall not be changed in order to obviate the employee’s eligibility for overtime hours.
  - b) All Saturday and Sunday work (if outside employee’s normal work schedule) shall be paid at time and one-half of the unit member’s base salary rate, provided that the employee has not received one or more unpaid days off during that work week.
  - €) Compensatory Time for Exempt Employees  
FLSA-exempt employees shall receive compensatory time off in lieu of overtime at rate of time and one half hours for each hour worked above 40 hours in any given work week.
  - d) (New Section) – Summer Schedule  
College shall reinstate the “every other Friday paid day-off” schedule during the summer months.

## ECONOMIC ISSUES

### Art VII – Compensation

13. Separate Articles for Compensation and Benefits
14. Section A -- Compensation  
Across the Board increases Proposals to be provided at later date
15. Salary Schedules
16. Salary Pay Ranges and Movement Within Proposals to be provided at later date
17. Retroactivity  
Salary increases to be retroactive to Sept 1, 2018
18. Temporary Upgrades and Changes in Job Duties  
Unit members whose temporary job duties have been changed or increased as a result of an elimination of a position or an organizational restructuring shall be entitled to a temporary pay upgrade of no less than 10% (ten percent) of the unit member's base salary rate, effective when the unit member begins performing the changed or increased job duties.
19. Salary Increase for Promotion to Higher Paying Position  
Upon the date of promotion into a higher job grade, the unit member shall receive no less than a 10% (ten percent) increase in the base rate salary.
20. Secondary Minimum Wage Increases  
As a result of any increases in the Chicago minimum wage implemented on July 1, 2018 and scheduled again for July 1, 2019, the College shall adjust the pay rates of any employee whose current salary or hourly pay falls within \$1.00/hour of the new minimum wage in such a manner to maintain the same salary differential that existed prior to the minimum wage increase.
21. MOU Job Study Sub-Committee  
The parties agree establish a bargaining sub-committee of three (3) persons from each side to address salary upgrade issues as outlined in item number 14 of the Job Study MOU. The parties' full negotiating teams shall ultimately determine all salary upgrades.
22. Discuss College policy regarding "On-call pay"
23. Section 6 --"Me Too" Provision  
Should the College provide salary increases to another College union or to non-union staff in an amount greater than the increase provided to the bargaining unit, such increase shall also be provided to all bargaining unit members.

**NOTICE:** *The College claimed during the life of the recently-expired Agreement that the Union previously had waived its right to bargain over individual unit members' salary adjustments. The Union does not recognize any right by the College to unilaterally establish starting salary or hourly rates for new unit employees or to unilaterally change salary or hourly rates for existing unit employees. Going forward, the Union, as exclusive bargaining representative, asserts its statutory right to negotiate over starting salary or hourly rates for new unit employees and any individual salary or hourly rate adjustments for existing unit employees, unless such right is explicitly waived by the agreement of the parties.*

## **Art VIII (New Article) – Benefits**

24. (Former Section A - 6) – Health Insurance Plans –  
Current Benefits and Employee Premiums/Co-Pays shall remain in effect for duration of the contract.
  
25. Section B – 3 FMLA  
Add the following:
  - a) Employees who are unable to return to work for medical reasons following the expiration of their FMLA leave shall have the opportunity, upon request, to use any outstanding vacation or sick time that is available.
  - b) Paid FMLA leave shall be extended to eligible unit members for bonding time with a newborn child, or newly placed child for adoption or foster care within one year of the birth or placement.
  
26. Retirement Plan  
Discuss benefits provided under current CCC Employees’ Retirement Plan
  
27. Section D -- Part-time Employee Benefits  
Part-time employees shall be eligible for the services provided to full-time employees at the College’s Health Clinic.