

# **COLLECTIVE BARGAINING AGREEMENT**

between

**Columbia College Chicago**

and

**The United Staff of Columbia College (USofCC), IEA-NEA**

**2018-2024**

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## **DEFINITIONS**

As used herein:

“The College” refers to Columbia College Chicago.

“USofCC” or “the union” refers to the United Staff of Columbia College, IEA-NEA.

“Bargaining Unit Member” or “Unit Member” refers to those employees covered by the collective Bargaining Unit defined in Article I.

“College Liaison” refers to the designated representative of the applicable department of the College. The College will inform USofCC of each such designated liaison during the course of this Agreement.

This Collective Bargaining Agreement is referred to throughout as the “Agreement.”

### **ARTICLE I – COLLECTIVE BARGAINING UNIT**

All full-time and regular part-time staff employees of the College, excluding all of the following: Business Affairs employees; the Office of Budget, Planning & Analysis employees; Controller’s Office employees; Human Resources employees; Information Technology employees; Development and Alumni Relations employees; Legal employees; Payroll employees; President’s Office employees; President’s Residence employees; deans, chairs, associate deans, assistant deans, and associate chairs; associate vice presidents; vice presidents and higher (including their assistants); 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; and guards, professional employees, and supervisors, as each is defined by the National Labor Relations Act.

### **ARTICLE II – MANAGEMENT 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 management 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 College and its management:

- 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.
- D. Prior to implementing any written changes to college-wide Human Resources policies directly affecting the Bargaining Unit, the College will provide a copy of the new policy five (5) business days prior to its effective date. If the College is compelled to change such policies by law or government order in fewer than five days and cannot provide such notice, this advance notice provision will not apply. Upon request, the College will meet with USofCC before implementation of the new policy.

### **ARTICLE III – USOFCC RIGHTS**

#### **A. Dues Check-off**

- 1. It is recognized that the duties of USofCC 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 USofCC, and pay the dues uniformly required; or
  - b. Not join USofCC and pay an agency fee to USofCC that is determined by the IEA to be equivalent to the Unit Member's share of the cost of services rendered by USofCC for collective bargaining and contract administration in its role as sole and exclusive bargaining agent as annually (on anniversary date of this Agreement) certified in writing by USofCC to the College.

The obligation to pay either union dues or an agency fee begins at the expiration of the ninety-day (90-day) period referred to in Article V.B of this Agreement. A Unit Member who has failed to choose either to join or not join the union after

the expiration of the ninety-day (90-day) employment period as described in Article V.B shall be deemed an agency fee payer.

2. USofCC will provide all Unit Members with information regarding their rights and 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 USofCC, for activities not related, under the law, to USofCC's role as exclusive bargaining representative. Agency fee payers may object to USofCC's spending part of the fee for activities not related, under the law, to USofCC's role as exclusive bargaining representative. Such an objecting agency fee payer must pay the percentage of the fee used for activities related to USofCC's status as exclusive bargaining representative. That percentage will be determined by USofCC's internal agency fee procedure.
3. It is the sole responsibility of USofCC 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 USofCC directly or have these monies deducted from their paychecks. Should a Unit Member not have sufficient earnings in said deduction period to pay their dues, the College shall have no obligation to collect dues for such period. If a Unit Member chooses payroll deduction, it is USofCC's sole responsibility to ensure that all appropriate paperwork is submitted to the College's Payroll Department in a timely manner.

## **B. Payroll Deduction Process**

1. If a new Unit Member chooses the payroll deduction option, USofCC will track the expiration of the Unit Member's initial ninety-day (90-day) employment period as described in Article V.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 ninety-day (90-day) period. USofCC shall also be responsible for collecting authorization for payroll deductions from all current Unit Members who choose the payroll deduction option.
2. USofCC will submit payroll deduction authorization forms to the Payroll Department for processing.
3. Any additional paperwork required by USofCC will be collected by USofCC.
4. USofCC 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 USofCC. If such efforts are unsuccessful, the non-complying Unit Member will be terminated.

5. If USofCC determines that a Unit Member is not paying either union dues or agency fee contributions, then USofCC will notify the College and the Unit Member that the Unit Member is to be terminated. USofCC 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 USofCC within ten (10) business days from the day of receiving such notification.
6. With respect to any Unit Member from whom the College receives written authorization for payroll deduction, the College shall deduct union dues or agency fees from the Unit Member's payroll check. Such amounts shall be forwarded to USofCC by the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions are made.
7. Upon written notification to the College from USofCC of any documented errors that have occurred, or documented adjustments that should be made, regarding payroll deductions, the College will make all necessary adjustments.

### **C. Indemnification**

USofCC, 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 USofCC 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 USofCC as soon as practicable.

## **ARTICLE IV – COLLEGE-USOFCC RELATIONSHIP**

### **A. Labor/Management Meetings**

USofCC will appoint a liaison committee of no more than two (2) Unit Members to meet with a designated College Liaison from Human Resources and a management representative 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 USofCC and the College. The purpose of these meetings is not to renegotiate the Agreement. However, by mutual agreement of both parties, any provision not identified in the Agreement 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.

Additional staff may attend Labor/Management meetings when necessary to address items under discussion. USofCC shall provide as much advance notice as possible but not less than 48 hours notice when additional staff are needed to attend

Labor/Management meetings. Such notice will include a description of the relevance of each individual attending.

The College will write and distribute minutes of each Labor/Management meeting within ten business days after the meeting.

## **B. President-USofCC Meetings**

Not fewer than once in each Fall and Spring semester the President and/or a designee shall meet with the Executive Committee of USofCC, unless USofCC agrees not to meet. The parties will meet for not fewer than one (1) hour to discuss issues of mutual interest. These meetings, however, shall not include discussions about modifications to this Agreement. The scheduling of the meeting shall be initiated by USofCC.

## **C. Office Space**

USofCC 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 USofCC.

## **D. Campus Mail**

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

## **E. Meeting Space**

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

## **F. Bulletin Boards/Website**

USofCC shall have access to bulletin boards, according to College policies and procedures, for the purpose of communicating with its members. USofCC 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 Union shall be given the opportunity to provide information regarding Union processes and procedures including membership registration. The Union shall be invited to attend HR Orientation sessions with new Unit Members to provide such information. The College is not responsible for distributing this information.

## H. Bargaining Unit List

1. Human Resources will provide a list of new hires to the USofCC President and the Membership Chair once a month. A list will be produced after the second payroll of the month is processed and will be sent to the USofCC President and Membership Chair 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 the Bargaining Unit:
  - a. Employee name;
  - b. Home address;
  - c. Employee ID number;
  - d. Part-time or full-time status;
  - e. Job title;
  - f. Department;
  - g. Hire date;
  - h. Campus email;
  - i. Campus phone number; and
  - j. Rate of pay.
2. Human Resources will produce lists of current Unit Members who have been promoted or transferred to jobs that are excluded from the Bargaining Unit, and of Unit Members who have terminated employment with the College. These lists will be provided to the USofCC President or Membership Chair at the same time the new-hire list is provided and shall include the Unit Member's new Job Title and Department. The new Job Descriptions shall be provided upon request within fifteen (15) business days.
3. Once a year by October 15th, the College will provide to USofCC a complete list of part-time Unit Members giving for each the total number of hours worked over the past twelve-month (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 USofCC to assess dues amounts based on this information.
4. The College will provide a complete list of Unit Members to USofCC with the first list being delivered no later than February 15, the second no later than June 15, and the third no later than October 15 with all data identified in Article IV.H.1.
5. Prior to any change in existing positions or departments that would affect a change in a Unit Member's Bargaining Unit status, the College will notify USofCC and meet to discuss the change.

## **I. Accounting System**

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

## **J. Copy of Agreement**

The Collective Bargaining Agreement shall be available on the USofCC 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.

## **K. Copy Machine**

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

## **L. Release Time for USofCC Representatives**

For ninety (90) business days after ratification of this Agreement, the College will provide release time for USofCC to train a cohort of USofCC members to serve as representatives for its members in disciplinary or grievance meetings. The College will allow five (5) hours of release time per person for up to thirty (30) USofCC members who will serve as representatives.

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

The College will allow USofCC representatives up to five (5) hours per person, per month to represent USofCC 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, USofCC and the College will work to ensure that release time for USofCC representatives is distributed across the departments of the College and that no department functions are unduly disrupted by representatives' absences.

The College will pay USofCC representatives for release time, but the release time will not count as time worked. Part-time USofCC members who serve as one of the thirty (30) representatives will also be provided release time during their regularly scheduled workday. The College will pay part-time USofCC members their regular hourly wage for attending a USofCC 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.

## **M. Job Descriptions**

The College will have job descriptions on file for all Unit Member positions by the completion of the 2021-2022 Academic Year. The Union shall have access to Unit Member job descriptions via a Shared Drive. New Unit Members will be provided with a copy of their applicable job description upon hire. Job descriptions and job postings will indicate whether the position is exempt or non-exempt from applicable minimum wage and overtime requirements.

If there is a significant and material change to a position, requiring an updated job description and a salary level change, a copy of the amended job description will be provided to the affected Unit Member(s).

## **N. Search Committees**

USofCC shall be offered the option of selecting one Unit Member to participate on the search committees for President, Provost, Deans and Department Chairs. The Unit Member serving on the search committee for President and Provost shall have one vote in the selection process. For purposes of the search committee for Dean or Department Chair, the Unit Member selected shall be employed in the affected department or school. The Unit Member serving on the search committee for Dean or Department Chair shall not have a vote in the selection process unless given approval by the Provost (for Dean searched) or the Dean of the affected School (for Chair searches).

USofCC may choose not to participate.

# **ARTICLE V – EMPLOYMENT PRACTICES**

## **A. Hiring Practices**

A Unit Member who has been in their current position for at least 12 months and who meets the minimum stated qualifications for an open position within the College may apply for the position and will be granted an interview. With prior written approval from Human Resources, a Unit Member's current management may waive the 12-month restriction. Unit Members must follow the application procedures as described on the College website.

Open positions will be posted on the College's intranet for three (3) business days. Once the open position has been posted for three (3) business days, it may be advertised to the public. Positions that are known in advance to be ninety (90) calendar days or less in duration shall be exempt from the posting requirements.

## **B. New Employees**

New Bargaining Unit-eligible hires are Probationary Employees until they have been actively employed for ninety (90) calendar days. Such Probationary Employees become Unit Members immediately upon commencing work in a unit-eligible position. Unless otherwise agreed to in writing by the College and the Union, the following provisions of

the Agreement shall neither apply to nor restrict the College with respect to Probationary Employees: Article IV.L; Article IV.N; Article V.A, V.E, V.F, V.G, and V.H; Article VI (only as to the inapplicable provisions listed here); and Article VII.C.3, VII.C.4, VII.C.7 (other than the Holiday Break and personal days), VII.C.8, VII.C.9, and VII.F.

## **C. Performance Evaluations**

### **1. Process**

Performance evaluations will be conducted at least once each year, during the same approximate period, 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 ninety (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 and part-time Unit Member should submit to the Unit Member's 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 Human Resources. A USofCC representative cannot be present during a performance evaluation meeting. The performance evaluation meeting cannot be used to take disciplinary action against a Unit Member; any disciplinary actions will be addressed in a separate meeting.

The Unit Member will be given a minimum of two (2) weeks to complete the self-review prior to meeting with the supervisor. If, for some reason, the Unit Member does not attend the 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 Human Resources by the deadline. All review meetings should be held in person unless physical proximity prohibits in which case meetings may be held by phone/video conference.

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, USofCC will be notified a minimum of ninety (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. Personnel File and Access**

1. A Unit Member wishing to review the Unit Member's personnel file must submit a written request. The request may be made via e-mail or paper and should be directed to the Human Resources Department, RE: Personnel File Review Request.
2. Consistent with Illinois' Personnel Record Review Act, 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 Human Resources staff member 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 the Unit Member's personnel file up to two (2) times per calendar year.
6. The procedures for a Unit Member to request to review the personnel file will be posted on the Human Resources page of the College website.

## **E. Unsatisfactory Performance**

### **1. Performance-Based Discipline**

If a Unit Member performs unsatisfactorily, the College may give a verbal warning to the Unit Member. This must be identified to the Unit Member as a verbal warning.

If a verbal warning is considered by the College to be insufficient, the College will issue a written warning concerning the unsatisfactory performance. Such written warning will include a description of the deficiencies and possible consequences for failure to correct the performance deficiencies. The written warning must include recommendations for correcting the deficiencies, including a timeframe for implementation. This written warning will be presented to the Unit Member in a meeting and the Unit Member will have the option of signing a copy of the warning which will be emailed to the Unit Member and placed in the Unit Member's 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 the deficiencies must be corrected. Satisfactory

performance must continue indefinitely. The College may impose sanctions up to and including suspension without pay or termination for a Unit Member whose performance is continuously or continually unsatisfactory in one or more areas.

The College agrees to inform a Unit Member of the option to have Union representation for an investigatory meeting that could potentially lead to disciplinary action. 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 will serve as an observer. During the meeting, the representative of the Unit Member may ask for short breaks in order to confer.

## **2. Performance Improvement Plans**

Unsatisfactory Unit Member performance may be addressed through a Performance Improvement Plan ("PIP"). A PIP is intended to address, by way of example, a failure to meet specific job expectations or goals, behavior-related performance concerns that do not warrant more immediate action, and other performance concerns. A PIP may be implemented at any time. A PIP that is not preceded by a performance evaluation, a documented oral or written warning regarding performance, or other documented counseling about a performance issue is subject to the grievance procedure. A PIP may be for any duration and can be extended at the College's discretion (with notice to the Union) based on the nature of the concerns and the relevant circumstances.

A Unit Member who has been placed on a PIP may be terminated before the deadline if, in the College's assessment, the Unit Member is not complying with the PIP (e.g., failing to attend meetings, failing to provide information, failing to make any effort to improve performance, etc.). A PIP will automatically terminate if the Unit Member's employment is otherwise terminated or eliminated for different reasons. A termination under this subsection shall be subject to the grievance procedure.

Unit Members may opt to have a Union Representative accompany them at the initial PIP meeting (at which the plan is explained and discussed), the second PIP meeting, and the final PIP meeting. Unit Members shall not have the right to have a Union Representative accompany them at any other interim PIP progress report meetings, provided that the Unit Member is not interviewed or interrogated about their performance under the PIP at such meetings.

Unit Members who fail to demonstrate sufficient improvement by the conclusion of a PIP may be subject to further employment action, including discipline or termination, consistent with the relevant sections of Article V. The decision to offer, not offer, extend, or not extend a PIP is at the College's discretion and shall not be subject to the grievance procedure, except as specified above.

## **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 should 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.

For any disciplinary sanctions against a Unit Member, 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 College agrees to inform a Unit Member of the option to have Union representation for an investigatory meeting that could potentially lead to disciplinary action. 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**

### **1. Job Elimination Generally**

The College may need to eliminate a position or positions. Except as provided below for certain part-time Unit Members, 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 workday 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; however, Unit Members with ten (10) or more years of service who are required to work at least half of the ninety-day notice period will receive a total of four (4) weeks of regular pay, and Unit Members with ten (10) or more years of service and who are required to work the entire ninety-day notice period will receive a total of six (6) weeks of regular pay. Provided further that Unit Members in fully grant-funded positions do not receive any additional regular pay after the notice period. 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.

In only those cases where the College eliminates a part-time position and the Unit Member is not normally scheduled to work for ninety days after the decision is communicated, the Union Member (unless in a fully grant-funded position) will receive one week of pay for each week that notice is not provided, capped at a total of four (4) weeks, calculated based on the average number of weekly hours that the Unit Member worked during the previous 12-months. To illustrate:

Scheduled Workweeks After Notice	Weeks of Additional Pay
4	0
3	1
2	2
1	3
0	4

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 Self Service, and LinkedIn Learning (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.

## **2. 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.

## **3. Tuition Remission**

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.

## **4. Interviews**

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.

## **5. Notice of Open Positions**

Whenever a Unit Member's position is eliminated under this Article V.G, the College will provide that Unit Member with a list of posted positions at the meeting in which they

are notified of the elimination. If qualified, the Unit Member may apply for a posted position and if the Unit Member meets the requirements of Article V.A of the Agreement, they will be interviewed. By way of example, and without limitation, if a final candidate has been selected and/or if employment offers have already been extended to other qualified candidates, the Unit Member will not be interviewed for that position.

## **6. Rehire Rights**

Should an eliminated position be reopened and posted within twelve (12) months of the notice of elimination, the Unit Member(s) who held that position when it was eliminated shall be notified of such posting and may reapply. Such a Unit Member who reapplies will be rehired for the position provided:

- a. The Unit Member's documented job performance was satisfactory during their last twelve (12) months in that position;
- b. The Unit Member had no documented corrective action in the last twelve (12) months in that position (by way of example, a successfully completed Performance Improvement Plan will not be considered corrective action for purposes of this subsection);
- c. The Unit Member did not engage in any unacceptable conduct or behavior during the separation process and did not engage in any post-elimination conduct or behavior making rehire inappropriate; and
- d. The position has not already been offered to another qualified candidate.

Should the number of eligible applicants for rehire exceed the number of applicable open positions, the College will determine which Unit Member(s) to rehire.

## **7. Vacant Positions**

Thirty (30) days after any position is vacated for any reason, and provided that the vacancy will directly impact a Unit Member, the Union may request and, upon request, the College will confirm whether there is a plan to seek a replacement and, if so, whether the College has received (and/or approved, if applicable) a request for a waiver of the mandatory four-month hold for the replacement. Should it later decide not to seek a replacement, the College will update the Union accordingly.

## **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 College agrees to inform a Unit Member of the option to have Union representation for an investigatory meeting that could potentially lead to disciplinary action. 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.

### **I. Compensatory Time Off**

Exempt Unit Members may, at the discretion of management, receive compensatory time off when they are required to work significant time beyond their regularly scheduled hours on special projects or events, on weekends, or during other time off. Compensatory time is not required and receiving compensatory time off does not alter a Unit Member's exempt classification. Compensatory time must be pre-approved by the Unit Member's manager and must be taken no later than thirty (30) days after the end of the week in which it is granted. Approved compensatory time: (1) will expire if not used by the end of the 30-day period; (2) must be used by year's end if the 30-day period will extend into the next year; and (3) will not be paid in lieu of taking the awarded time off.

## **ARTICLE VI – GRIEVANCE PROCEDURE**

### **A. Definition**

A grievance is defined as a complaint by a Unit Member, group of Unit Members, or USofCC 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 College's Anti-Discrimination & Harassment Policy. Where the issues being grieved (i) are common to more than a single grieving Unit Member and (ii) can be answered commonly (i.e., in the same way) for the applicable group of grieving Unit Members in a manner that will provide appropriate relief (if any) to that group, USofCC may file a single group grievance on those issues. The College may separate a grievance brought by a group of Unit Members into individual grievances if the group grievance is not reasonably susceptible to common

resolution as described above. 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) may request a meeting with the Unit Member's immediate supervisor and/or the supervisor directly involved in the grievance as soon as possible but not later than ten (10) business days of when the Unit Member knew or reasonably should have known about the event after its occurrence. The meeting shall take place not later than ten (10) business days after the request is made. The grievant may request that a USofCC 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 a decision in writing not later than ten (10) business days after the meeting takes place. If the Unit Member is not satisfied with the supervisor's decision, the Unit Member may initiate formal grievance proceedings.

## **C. Formal Proceedings**

1. **STEP ONE:** If not resolved above, then within ten (10) business days after receiving the decision rendered by the unit supervisor, or not later than ten (10) business days of when the Unit Member knew or reasonably should have known about the event after its occurrence if the grieving party(ies) does not request a meeting with the supervisor, the grievance must be submitted in writing to the designated College Liaison, with a copy to the President of USofCC. 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 will meet with the grievant and may also gather information regarding the event cited in the grievance from appropriate sources. The grievant may choose to be accompanied by up to two (2) union representatives chosen by the grievant from trained representatives elected or appointed by USofCC from its membership. The IEA liaison may serve as the grievant's representative within the scope outlined by law. Within ten (10) business days of the meeting, the College Liaison will render a decision in writing, with copies sent to the grievant, the President of USofCC and appropriate College personnel.
2. **STEP TWO:** If the grievance is not resolved at the first Formal Step of the grievance, the grievant may submit the grievance in writing to the Associate Vice President of Human Resources within ten (10) business days after having received the written decision of the Liaison. Within ten (10) business days after receiving the grievance, the Associate Vice President of Human Resources or a designee shall meet with the grievant for the purposes of resolving the grievance. The grievant may choose to be accompanied by up

to two (2) USofCC representatives chosen by the grievant from trained representatives elected or appointed by USofCC from its membership. The IEA liaison may serve as the grievant's representative. Within ten (10) business days after the meeting, the Associate Vice President of Human Resources or a designee will render a decision in writing, with copies sent to the grievant, the President of USofCC, and appropriate College personnel.

3. If the grievant or USofCC misses a deadline, the grievance shall be considered void. If the College misses a deadline, the grievant may take the grievance to the next step described above. All timelines in Sections B, C, and D of this Article VI may be extended by mutual agreement in writing.
4. USofCC representatives may sit in as observers for up to three (3) grievance proceedings for training purposes. Up to two (2) USofCC representatives in training may sit in on a grievance proceeding. The USofCC representatives in training who attend grievance proceedings shall do so out of pay status and shall have received permission from the supervisor to attend if the proceeding is during scheduled work time. Such permission shall not be unreasonably denied.

#### **D. Arbitration**

1. If the grievant is not satisfied with the Step Two decision, USofCC may submit the grievance to final and binding arbitration. A written demand for arbitration must be received by the Associate Vice President for Human Resources within thirty (30) calendar days of the date of the Step Two decision, otherwise the grievance will be deemed withdrawn and the College shall not have to arbitrate. To select an arbitrator, USofCC and the College shall first meet and attempt to and agree upon an arbitrator. If the parties cannot mutually agree on an arbitrator within two (2) weeks from when the request for arbitration is received by the College, then USofCC may request a panel of arbitrators from a recognized provider of labor arbitration services (e.g., FMCS, AAA, JAMS, etc.). If applicable, the parties shall flip a coin to determine who strikes names from the panel first, and then the parties shall take turns striking names until one name remains. For each subsequent arbitration, the parties shall alternate who strikes first. For each arbitration, either party may (on a one-time basis) request a second panel. The agreed upon arbitrator, or the last name on the panel after names are struck, shall be selected as the arbitrator. If, after reasonable effort, the arbitrator is not chosen within 100 days of when the written demand for arbitration is filed, the arbitration demand shall be deemed withdrawn and the grievance waived, unless the parties agree in writing to extend the time. If the delay is caused by legitimate scheduling conflicts or arbitrator availability, the College and USofCC shall not unreasonably refuse a reasonable request for an extension.

2. The arbitrator will base the decision solely upon the arbitrator's 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 any provider of arbitration services 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 USofCC.

#### **E. No Reprisals**

No reprisals will be taken for simply processing or participating in any grievance.

### **ARTICLE VII – COMPENSATION & BENEFITS**

#### **A. Compensation**

1. Within 90 days of the date this Agreement is ratified by the parties, the College will process a lump sum retroactive payment, less applicable taxes and withholdings, for the following increases, compounded as applicable:
  - i. Actively employed Unit Members who were Unit Members between 9/1/2018 and 8/31/2019 will receive a lump sum payment reflecting a 1.5 percent increase for the period covering 9/1/2018 (or, if they became Unit Members after 9/1/2018, the date they became Unit Members) to 8/31/2019.
  - ii. Actively employed Unit Members who were Unit Members between 9/1/2019 and 8/31/2020 will receive a lump sum payment reflecting a 1.5 percent increase for the period covering 9/1/2019 (or, if they became Unit Members after 9/1/2019, the date they became Unit Members) to 8/31/2020.
  - iii. Actively employed Unit Members who were Unit Members between 9/1/2020 and 8/31/2021 will receive a lump sum payment reflecting a 2.75 percent increase for the period covering 9/1/2020 (or, if they became Unit Members after 9/1/2020, the date they became Unit Members) to 8/31/2021.
  - iv. Actively employed Unit Members who were Unit Members on or before 9/1/2021 will receive a lump sum payment reflecting a 4.75 percent increase for the period covering 9/1/2021 to the pay cycle covered by the catch-up payment.

2. Actively employed Unit Members' base pay will be adjusted based on the applicable compounded increases under paragraph 1 in the payroll cycle following the period covered by the lump-sum retroactive payment.
3. If, after all applicable increases under paragraph 1 are processed, an actively employed full-time Unit Member's base pay falls below \$40,000 annually, that Unit Member's base pay will be increased to \$40,000 in the next payroll cycle. If, after all applicable increases under paragraph 1 are processed, an actively employed part-time Unit Member's hourly pay rate falls below \$16, that Unit Member's hourly pay rate will be increased to \$16 in the next payroll cycle.
4. Within 90 days of the date this Agreement is ratified by the parties, actively employed full-time Unit Members will receive a one-time signing bonus of \$1,500, less applicable taxes and withholdings, and actively employed part-time Unit Members will receive a one-time signing bonus of \$750, less applicable taxes and withholdings.
5. Effective 9/1/2022, actively employed Unit Members will receive a 2.5 percent increase to their base compensation.
6. Effective 9/1/2023, actively employed Unit Members will receive a 2.5 percent increase to their base compensation.
7. Should the College provide a uniform, across-the-board increase to all non-union staff employees that exceeds the applicable union increase specified above, all actively employed Unit Members will receive the difference between the higher non-union staff increase and the union increase specified above, effective the date of the non-union staff increase. This provision is triggered only by a uniform, across-the-board increase made to all non-union staff employees; it does not apply to any performance-based or other discretionary increases (by way of example only, it does not apply to a defined pool of funds set aside for a performance-based merit increases).

## **B. Health Plan Premiums**

Full-time Unit Member costs, contributions, and other design features for the Columbia College Chicago Health Plan, and the formula for premium-sharing for the HMO Plan, will remain at current levels for benefit years 2022 and 2023. The following take effect for full-time Unit Members in benefit year 1/1/2024-12/31/2024:

Plan Option	Monthly Premiums	
	With BHS	Without BHS
EE Only		
Employee Only PPO	\$71.09	\$121.09
Dental	\$10.00	\$10.00
Vision	\$5.00	\$5.00
Family		
Family PPO	\$175.55	\$323.55
Dental	\$17.00	\$17.00
Vision	\$9.00	\$9.00

The following Plan Design features will continue to apply to full-time Unit Members:

Plan Design	2021 PPO Union	
	In-Network	Out-of-Network
<b>Deductible – Single</b>	\$325.00	\$400.00
<b>Deductible – Family</b>	\$850.00	\$1,200.00
<b>Out of Pocket – Single</b>	\$1,600.00	\$2,000.00
<b>Out of Pocket – Family</b>	\$3,000.00	\$4,000.00
<b>Employee Coinsurance</b>	15% after deductible	30% after deductible
<b>RX Copayment</b>		
<i>Generic</i>	\$10.00	
<i>Formulary</i>	\$20.00	
<i>Non Formulary</i>	50%	
<b>Mail Order</b>		
<i>Generic</i>	\$20.00	
<i>Formulary</i>	\$40.00	
<i>Non Formulary</i>	50%	

Dental and Vision Plans: Beginning with the 2023 benefit year, full-time Unit Members will have the option to enroll in the Premium Plans for an additional cost, subject to any premium and plan design changes made by the College from time to time (all governing terms contained in the applicable Full-Time Staff Benefits Guide (Non-union)).

Beginning with the 2023 benefit year, any full-time Unit Member can opt to instead enroll in the College’s High Deductible Health Plan (HDHP), subject to any premium and plan design changes made by the College from time to time (all governing terms contained in the applicable Full-Time Staff Benefits Guide (Non-union)).

## C. Time Off

### 1. Vacation

Full-time Unit Members hired before September 1, 2010, accrue vacation as follows.

<b>Years of full-time service</b>	<b>Monthly accrual rate</b>	<b>Vacation days earned in one year</b>	<b>Maximum carry-over</b>
Fewer 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 Bargaining Unit librarians hired before September 1, 2010:

<b>Years of full-time service</b>	<b>Monthly accrual rate</b>	<b>Vacation days earned in one year</b>	<b>Maximum carry-over</b>
Fewer 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:

<b>Years of full-time service</b>	<b>Monthly accrual rate</b>	<b>Vacation days earned in one year</b>	<b>Maximum carry-over</b>
Fewer 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 Bargaining Unit 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
Fewer 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	22 days	44 days

## 2. Sick Leave

Full-time Unit Members shall be paid for up to ten 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 a dependent parent who no longer is able to care for themselves due to illness or injury.

## 3. Family and Medical Leave Act Leave

The College's FMLA policy provides eligible Unit Members to take up to thirteen (13) weeks of job protected leave in a twelve-month (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 twelve (12) months immediately preceding the start of the leave and have been paid for at least 1,250 hours of service during the previous twelve-month (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 thirteen-week (13-week) 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 thirteen (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 the job in excess of ten (10) consecutive days.

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

<b>Years of Service</b>	<b>Full pay</b>	<b>Half pay</b>
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) bonding time with a newborn child, or newly placed 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 twelve (12) months.

#### **4. 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 six (6) months without receiving treatment for the condition or coverage has been in effect for six (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 twenty percent (20%) less than what the Unit Member earned immediately before becoming disabled.

If approved, benefit payments begin at the end of the month following ninety (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 twenty-four (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.

## **5. 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 Unit Member's supervisor to verify the days served. The Unit Member may keep payment received for participating in jury service.

## **6. Bereavement Leave**

Full-time Unit Members are eligible for the following amounts of paid time off to make funeral arrangements and attend services in the event of death (not to be reduced during the term of this Agreement; all other terms regarding bereavement leave governed by the applicable Full-Time Staff Benefits Guide (Non-union)):

- Up to ten (10) days/80 hours for the death of your spouse/domestic partner or child.
- Up to five (5) days/40 hours for the death of your parent, grandchild, sibling, or parent of your spouse/domestic partner.
- Up to three (3) days/24 hours for all other immediate family members not specified above (grandparent, aunt, uncle, spouse of your sibling, sibling of

your spouse/domestic partner, or any other related person living in your household).

## **7. Other Paid Time Off**

The parties agree that the paid time off commonly known as the “Holiday Break” will remain in place (dates and duration to be determined by the College each year) until the expiration date of this Agreement.

Full-time Unit Members are eligible for the additional paid time off summarized below (not to be reduced during the term of this Agreement; all other governing terms regarding personal days, dependent care, and parental care contained in the applicable Full-Time Staff Benefits Guide (Non-union)).

- Personal Days: Up to five days/40 hours paid time off for personal reasons. Days will be frontloaded for new hires based on date of hire. Employees hired after November 30 will not accrue, or be eligible for personal days through December 31, but will begin the new calendar year with 5 days.
- Dependent/Parental Care: Paid time off to eligible employees to care for a loved one with a serious health condition (Dependent Care) and to bond with a child (Parental Care). Up to four weeks for each leave in a rolling 12-month period which runs concurrently with FMLA. Must meet FMLA eligibility and definition requirements to qualify for paid caregiver leave.

## **8. Military Leave**

If Unit Members are called to, or voluntarily enter the military a written or verbal notice to the Unit Member’s supervisor is required.

Unit members that do not give such 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 (5) 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 fault of the Unit Member;
- Additional training is determined necessary by the secretary of the applicable military branch;
- Statutorily mandated National Guard and reserve training; and

- 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 thirty (30) calendar days from the start of the leave, the Unit Member will be required to pay the standard employee premium for this coverage. After thirty (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 eighteen (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 than five (5) years.

## **9. 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.

## **D. Other Full-Time Unit Member 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 the College, participation in two tuition exchange programs and retirement benefits (tuition benefits are not one-hundred percent (100%) in all cases). The tuition remission benefit will extend to dependents and spouses / domestic partners even if not degree-seeking (not to be reduced during the term of this Agreement, all other governing terms regarding tuition remission contained in the applicable Full-Time Staff Benefits Guide (Non-union)).
- Benefits that are shared in cost between the College and full-time Unit Members include medical coverage for the full-time Unit Member and the Unit Member's eligible dependents (the Columbia Health Plan PPO), 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, and participation in a tax-deferred annuity retirement savings program.
- Wellness Coaching through CareATC.
- Professional Development Funds: Each fiscal year, the College will allocate \$20,000 to fund full-time Unit Member professional development opportunities (unused funds do not roll over into future fiscal years). The College will administer the fund application process on an ongoing basis. Individual Unit Members may apply for up to \$500 each year for development opportunities that are related to and will enhance their staff work. Within six months of the date this Agreement is ratified, and in consultation with USofCC, the College will develop and publish an application and approval process. These development funds are in addition to any other development and/or training opportunities that the College provides to Unit Members, for example: “LinkedIn Learning”; “Academic Technology Trainings and Workshops”; “Office 365 Training Resources”; etc.

## **E. Part-Time Staff Benefits**

The following benefits will be offered to all part-time staff Unit Members and the College will amend its Benefits Enrollment Guide for part-time staff accordingly. Part-time Unit Members may participate in the commuter benefit program and the tax-deferred annuity retirement savings program. This section will not operate to limit or restrict a part-time staff Unit Member from other benefits if they qualify according to the applicable benefit rules, laws, and procedures.

### **1. Jury Duty**

The College will provide up to three (3) workdays of paid leave per calendar year to part-time Unit Members who are summoned to jury duty during their work time. A “day of paid leave” is defined as the regularly scheduled work time on the applicable day of leave.

### **2. Bereavement Leave**

The College will provide part-time Unit Members up to three (3) workdays/24 hours of paid leave per calendar year for bereavement due to the death of an immediate family member. A “day of paid leave” is defined as the regularly scheduled work time on the applicable day.

### **3. Sick Leave**

Part-time Unit Members shall be paid for up to three (3) 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 a dependent

parent who is no longer able to care for themselves due to illness or injury. A “day of paid sick leave” is defined as the regularly scheduled work time on the applicable day.

#### **4. Tuition Remission**

The College will permit part-time Unit Members to take one (1) class per academic year that is eligible for Columbia College Chicago tuition remission.

#### **F. Position Evaluation/Salary Adjustment Requests**

1. A Unit Member may request that their position be evaluated if at least one of the following criteria is met:
  - a. There has been a material change in one or more of the primary responsibilities of the position since the time the position was last evaluated;
  - b. There has been a significant increase in the workload of the position since the time the position was last evaluated;
  - c. The Unit Member has assumed a new position in the Bargaining Unit (provided that the new position was not evaluated during the previous 12 months); or
  - d. The Unit Member believes that their salary is not equitable when compared with the salary of other Unit Members who hold the same or a substantially similar position (provided that the Unit Member’s position was not evaluated during the previous 12 months).
2. The person requesting that a position be evaluated must complete a Position Evaluation/Salary Adjustment Request Form (“Request Form”).
  - a. A Unit Member may initiate the process by sending an email to their manager and Human Resources (at [hrcomp@colum.edu](mailto:hrcomp@colum.edu)) describing the change and providing as much detail as possible (“Summary Notification Email”).
  - b. A Unit Member must also complete sections 1, 2, 3, and 5 of the Request Form and email it to their manager and Human Resources (at [hrcomp@colum.edu](mailto:hrcomp@colum.edu)) for review (and may also send a copy to the Union). If Human Resources determines that section 4 of the form is relevant, it will request that the Unit Member also complete that section (in this case, the submission will not be processed until section 4 is received).
  - c. The effective date of any increase will be the (1) the date the Unit Member began performing the new duties; (2) the date the Summary Notification Email is submitted; or (3) the date the Request Form is submitted, whichever date is most recent. If back pay is warranted prior to a Unit Member’s submission, it is limited as follows:

- i. If the Unit Member submits the Request Form within 15 calendar days of the Summary Notification Email, then any back pay is capped at 30 days from the date the Summary Notification Email is submitted.
    - ii. If the Unit Member submits the Request Form more than 15 calendar days from the date of the Summary Notification Email, then any back pay is capped at 30 days from the date the Request Form is submitted.
    - iii. Any exception to the requirements listed above must be approved in writing by Human Resources.
  - d. Upon receiving the Unit Member's Request Form, the manager will complete the manager's section within 15 business days and return it to Human Resources (at hrcomp@colum.edu) with a copy to the Unit Member. The Unit Member should also send the completed Request Form to the Union (at usofcc@yahoo.com).
- 3. The manager must submit the following documentation with each Request Form: (a) the current job description (if available) and (b) any updated or new job description created by the manager.
- 4. Labor-Management meetings may be used to discuss Position Evaluation/Salary Adjustment requests made under this provision, and the Union may continue to raise pay issues with the College in Labor-Management. Labor-Management discussions do not, however, serve as formal requests (or notification of requests) by a Unit Member under this provision and will not delay the processing of Unit Member or manager requests.
- 5. The College will communicate the result of a Position Evaluation/Salary Adjustment request to the Unit Member, the manager, and the Union at the same time. If the College otherwise adjusts a Unit Member's compensation, it will also notify the Union.
- 6. If the Union disagrees with the result of a Position Evaluation/Salary Adjustment, or any other Unit Member salary adjustment, it may raise the issue for discussion in a Labor-Management meeting and provide any additional relevant information. Decisions regarding Position Evaluation/Salary Adjustment requests, including any approved pay adjustments, shall not be subject to the grievance procedure.

## **ARTICLE VIII – CONTRACT CONTINUITY**

### **A. No Strike No Lockout**

During the term of this Agreement, USofCC, its officers and Unit 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. USofCC and its officers agree to make a good faith effort to prevent USofCC and its Unit 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 USofCC.

## **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 on August 31, 2024, and thereafter automatically renew from year to year unless no greater than 90 nor fewer than 60 calendar days prior to any expiration date either party notifies the other in writing of its desire to renegotiate this Agreement. The parties may mutually agree, in writing, to begin negotiations for a renewal agreement earlier than 90 days before expiration.

## **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.

Executed on January 7, 2022:

**For the College:**

**For USofCC:**

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\_\_\_\_\_  \_\_\_\_\_

Norma De Jesus

Craig Sigele

Associate Vice President, Human Resources

USofCC President

College Negotiating Team:

Union Negotiating Team:

Norma De Jesus

Michael Bright

Maxine Garcia

Joan McGrath

Laurent Pernot

Devon Polderman

Jeff Reuter

Matthew Rillie

Terence Smith

Craig Sigele

Eric Wordlow

Dawn Tefft (IEA/NEA)

Philip von Zweck

**MEMORANDUM OF UNDERSTANDING**

The United Staff of Columbia College (“Union”) filed a grievance on October 5, 2018, alleging that Columbia College Chicago (“College”) has an established past practice of counting the paid one-hour lunch period as time worked for purposes of overtime (“Grievance”). The Grievance contends that the College unilaterally changed that practice without bargaining when, for example, the Student Financial Services Department notified employees that lunch was not considered to be time worked. The College contends, among other things, that there is no established past practice of considering the paid lunch hour to be time worked, and it notified the Union of its decision to establish a college-wide policy confirming that the paid one-hour lunch period does not constitute time worked.

In order to resolve this matter, and without waiving any positions or setting any precedent, the Union and the College (“the parties”) enter into the following Memorandum of Understanding:

1. The College agrees that the paid one-hour lunch period will constitute time worked for non-exempt Unit Members—even if the time is not spent working—for purposes of calculating overtime.
2. The Union withdraws the Grievance.
3. The College will disable the “OTP” code on the electronic timesheet. Non-exempt Unit Members will report work time using the “RGS” code.
4. The College agrees that whenever non-exempt Unit Members are asked to work on a Saturday or Sunday, and such work falls outside of their regular work schedule, they will have the option to: (a) choose an alternative time off during the same workweek, with approval from management; or (b) work the time in addition to their regular work schedule. Unit Members who choose the above option (a) shall not suffer any loss of pay based on their normal weekly salary. The College shall first solicit volunteers to work such time, and shall consider any hardship requests from Unit Members who have legitimate reasons not to work the time.

Executed by:

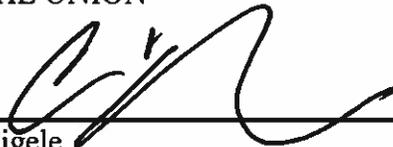
FOR THE COLLEGE



Lauren Smith  
Director, Employee Relations

Date: 5/21/2019

FOR THE UNION



Craig Sigele  
Union President

Date: 5/24/2019