



Staff CBA Summary

Term: June 8, 2022 - June 30, 2025

Articles: 34

Appendices: 2

FYI ARTICLES & APPENDICES

- **Term of Agreement:** June 8, 2022 - June 30, 2025
 - CBA will automatically renew, unless at least 60 days prior to June 30, 2025, either party gives written notice to terminate or make changes.
- **Appendices:** Guidelines for Remote and Hybrid Positions & COVID Side Letter
 - Policy is updated on the Portal and applies to all staff
 - Important to establish clear schedules for hybrid staff
- **Management Rights** - same as previous adjunct faculty CBA
- **DEIB**
 - Training recommendations with JLMC and VP DEIB
- **Paid Time Off**
 - Vacation
 - 10 business day winter break approved
 - If an employee is at their max vacation accrual and has been denied a vacation request, the employee will be allowed to keep accruing past maximum for 30 days and must be granted a vacation request
 - Sick Time
 - Same as current policy but can access the sick bank without exhausting vacation but must have used up sick time (allows access to sick bank for those who may not be eligible for protected leaves)
- **Recognition of the Union and Coverage**
 - The college recognizes the union and positions covered by the union, regardless of location
- **Definition of Seniority**
 - Length of continuous service in a position covered by the agreement
 - Seniority is not impacted by leaves of absence or layoff. It will be bridged (reinstated to time when left) if it's in excess of 3 months or if the employee is rehired within 12 months of leaving employment
- **Savings Clause**
 - The agreement is in line with the applicable law, and if found not to be, parties will meet to negotiate a substitute provision and the rest of CBA still continues to apply. It essentially ensures that the rest of the CBA is preserved or "saved".

- **Employment policies**
 - Per the employee handbook
 - Covers discrimination, harrasment, close personal relations, workplace violence
- **Personnel Files**
 - Employees can request to review their personnel file and may have a union steward present
 - If the employee would like to respond to something in their file, they are permitted to submit a memo, which will be placed in their file
- **Bargaining Unit Info**
 - Roster shared with union within 21 days of ratification and on the 1st day of each quarter thereafter
 - Roster includes employee name, position information and contact information (including personal email, phone and address)
- **JLMC**
 - 3-4 management members for the academic year; 2 meetings per semester
 - The purpose is to build relationships, discuss gray-areas of the CBA, discuss training opportunities, health & safety, solicit input/feedback
- **Health & Safety**
 - Commitment to a safe working environment
- **Health Benefits**
 - Maintain benefits at the current level for the term of the CBA
- **Union Security and Checkoff**
 - Covers union dues or agency fees. An active union member pays 1.7%, otherwise the agency fee is 1.3%. All staff covered by the CBA must pay either dues or fees.
 - We will set up forms in Workday during the onboarding process for payroll deduction authorization
 - Goes into effect September 1, 2022
- **Scope of Agreement**
 - Notes that this is the sole and exclusive record of agreement between the college and the union
 - Any collective bargaining is only as noted in the agreement or during the term
- **No strike/no lockout**
 - Union will not engage in strike, picketing, slow-down or work stoppage during the term of the CBA
- **Tuition Remission**
 - No changes to the existing policy. If any changes are made, they will be applied to union staff.
- **Leaves of Absence**
 - Per the employee handbook
 - Leave for union business: one union staff member is permitted to take one semester of leave from the college (unpaid) for union business. This must be requested 60 days prior to the start of the semester.
- **Grievance and Arbitration Procedures**

- A grievance can be initiated by HR, a staff member, a union rep or a union steward
 - If a manager is notified that their staff member is filing a grievance, wait to hear from HR on next steps (you may or may not need to be involved, depending on what the grievance is)
 - It must be submitted in writing to HR and will provide a response within 30 days
 - If it's not settled, then a grievance meeting will be held
 - If it's not settled, then there would first be an FMCS mediation and then it would go to arbitration, using the list of agreed upon arbitrators
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MOST NOTABLE ARTICLES

- **Wage Rates**
 - July 1, 2022: 3.5% plus \$1500 for under \$28/hr
 - July 1, 2023: 2% plus \$1500 for under \$28/hr
 - September 1, 2024: 3% pool and increase to \$26/hr minimum
- **Pandemic Supplemental Stipend**
 - Lump sum payment equal to what employees received in totality during the pandemic.
- **Work Stipend**
 - \$50/month stipend for internet, cell phone, and commuting
 - May 1, 2022 effective date
- **Retirement**
 - Maintain the match at 2.5% and increase to 3.5% by January 1, 2025
- **Classification System**
 - Ability to reclassify positions from exempt to non-exempt (we will reclassify about 15 by July 1, 2022 and have done others as they have been vacated)
 - Work with a consultant to develop pay levels for union positions. There will be interim bargaining during the summer of 2024 on ranges, steps and pay for lowest paid positions.
- **Effects Bargaining - Campus Unification**
 - The union may request to negotiate around changes to conditions of employment or other items under the CBA tied to campus unification. An example may be shift schedule changes.
 - Please talk to HR about position changes tied to unification
- **Position Postings and Vacancies**
 - Must post internally for 7 days first, then can post externally for at least 7 days
 - Postings will include rate of pay and work schedule, along with the usual items
 - Internal applicants that meet qualifications will have a finalist interview - if there are multiple internal candidates with similar qualifications, the most senior candidate gets the job

- Please work closely with HR on the interview process if you have internal candidates for a union position
- **Hours of Work**
 - Includes specifics around changing work schedules, offering shift differentials (5% added to regular rate of pay for evening and weekend work), call back pay and 5% premium pay for assigned work at a higher level
- **Temporary, Fixed Term & 9.5 Month positions**
 - Definitions for these position types and union eligibility
 - If a temporary position is for less than 6 months, then it's not covered by the CBA, but otherwise, it is union-eligible
- **Layoff, Recall & Severance**
 - Includes notice period, severance and seniority around layoffs
 - Work closely with HR
- **Employee Orientation**
 - HR must notify the union of new hires and a union steward is allowed to be released from work to do union orientation
- **Performance Evals & PIP**
 - HR to share changes to any forms with union as an FYI
 - If a union employee should go on a PIP, we need to share with the union in advance and consider their input
- **Discharge and Discipline**
 - If not on probation, must be for just cause
- **Union Access & Representatives**
 - Union will notify the college of 4-5 union stewards and chapter officers; permitted to have release time from work. Number of hours still TBD.
- **Job Descriptions**
 - Each employee has a job description that is maintained by HR
 - The employee and the union can request a copy
 - If the employee believes that the job description is not accurate, they can submit a request to meet to resolve it. The meeting can include the employee, HR, manager and a union steward.