

**RESOLUTION CONCERNING CLASSIFIED OFFICE AND TECHNICAL BARGAINING
UNIT -- ADOPTED BY THE BOARD OF TRUSTEES AUGUST 16, 1978**

The following Resolution representing the results of the meetings, conferences, and discussions between Local 3506 Junior College District Federation of Teachers and Classified JCDFTC AFT/AFL-CIO and representatives of St. Louis Community College was presented to the Board of Trustees of St. Louis Community College in a form of a Resolution on the 26th day of July, 1978 and adopted in the following form by the Board of Trustees on August 16, 1978.

WHEREAS, certain employees of St. Louis Community College did, on the 22nd day of July, 1977, select in an election by secret ballot, Local 3506 Junior College District Federation of Teachers and Classified JCDFTC AFT/AFL-CIO (hereinafter "Union") as their exclusive Bargaining Representative pursuant to RS Mo. §105.500, et. seq.; and

WHEREAS, the designated unit includes all full-time classified office and technical support staff employees of St. Louis Community College, excluding faculty, administrators, confidential employees, professional employees, supervisors, security officers, college police officers, and all employees covered by the existing Resolution concerning the physical plant bargaining unit now represented by Stationary Local No. 2, International Union of Operating Engineers, AFL/CIO, said "appropriate unit" having been certified by the Missouri State Board of Mediation in Public Case No. 77 018; and

WHEREAS, the representatives of the Board of Trustees of St. Louis Community College have met, conferred and discussed with the Bargaining Representative of the affected employees, proposals relative to salary and other conditions of employment of said employees; and

WHEREAS, the results of said discussion have been reduced to writing and presented to the Board of Trustees by the Chancellor.

NOW, THEREFORE, BE IT RESOLVED, that the following be and hereby is approved and adopted by the Board of Trustees of St. Louis Community College (also known as the Junior College District of St. Louis/St. Louis County, Missouri and hereinafter called the "College"), with respect to employees of the Classified Bargaining Unit defined in the premises relative to salaries and other conditions of employment, said Resolution to remain in effect as hereinafter provided, unless otherwise amended, modified, in whole or in part, by the Board of Trustees.

I. RECOGNITION, UNIT, AND SCOPE

Section 1. Recognition.

The College recognizes Local 3506 Junior College District Federation of Teachers and Classified JCDFTC AFT/AFL-CIO as a sole and exclusive bargaining agent, to the extent authorized by applicable Missouri law, for the purpose of meeting and conferring as to salaries, wages, hours, and other conditions of employment for all employees in the unit described below.

Section 2. Unit Description.

All full-time classified office and technical support staff employees of the St. Louis Community College, excluding faculty, administrators, confidential employees, professional employees, supervisors, security officers, college police officers, and all employees covered by the existing Resolution concerning the physical plant bargaining unit now represented by Stationary Local No. 2, International Union of Operating Engineers, AFL/CIO, as such staff positions were certified by the Missouri State Board of Mediation in Public Case No. 77 018.

Section 3. Scope.

To the extent that this Resolution is inconsistent with Board Policy or Administrative Procedures of the College, this Resolution shall control. All Board Policies and Administrative Procedures with respect to classified staff not affected by this Resolution, shall remain in full force and effect.

II. DUES CHECKOFF

The College will deduct once each month, dues from the pay of those employees who individually request in writing that such deductions be made, unless such deductions are prohibited by applicable state law. The amounts to be deducted shall be certified to the College by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union by the first of the succeeding month, after such deductions are made. The Union agrees to hold the College harmless from all damages or liability resulting from any action commenced by any employee and any decision against the College, relating to such deductions. The College will be responsible only for clerical errors made in the deductions or remittance, and any such errors shall not be considered as a violation of this Resolution.

III. UNION ACCESS TO PREMISES

Duly authorized officers of the Union shall be permitted to enter the College premises during working hours for the purpose of adjusting grievances arising pursuant to this Resolution, provided, however, that no such officer shall in any manner interfere with the conduct of business of the College or the work of any employee. Representatives of the Union shall, before seeking admission to any part of the College premises, first contact the Personnel Department, which may, if it so

chooses, have a representative of the College escort the Union official.

IV. BULLETIN BOARDS

The Union may post union related notices and bulletins on up to four (4) bulletin boards per campus or central office location, provided that such notices and bulletins may concern only Union meetings, social events, elections, and election results or appointments, and further provided that such notices must be signed by a local officer of the Union. The locations of existing bulletin boards which are to be utilized shall be mutually established by the College and the Union. The Union will furnish the personnel office of the College in advance with a copy of any notices to be posted.

V. SAVINGS CLAUSE

This Resolution is subject in all respects to the laws of the State of Missouri and the United States with respect to the powers, rights, duties and obligations of the College, Union and the employees in the Unit. In the event that any provision of this Resolution is held to be contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, but all other provisions of this Resolution shall continue in effect. In such event the bargaining representative and designates of the College Administration shall meet, confer and discuss action to be taken relative to the invalidated article, section or portion.

VI. MANAGEMENT RIGHTS

The conduct of the affairs of the College and the management of its personnel and operations, including the right to hire, suspend or discharge for cause, or to transfer, to promote or demote, and the

right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the College and its Board of Trustees, except to the extent provided in this Resolution.

VII. REPRESENTATION AND BUILDING REPRESENTATIVES

Section 1. Number of Representatives.

In dealing with the College, the Union may be represented by three (3) building representatives per location who shall be selected in any manner determined by the Union. The four "locations" are the three (3) campuses, plus The Administrative Center.

Section 2. Authority.

The authority of the Building Representative, so designated by the Union, shall be the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the grievance procedure hereinafter contained.
- B. The collection of dues when authorized by the Union.
- C. Transmission of messages and information originating with and authorized by the Union or its officers.

Section 3. Handling Grievances.

Upon appropriate advance notice by the building representative to, and approval by, the representative's supervisor, time shall be granted to the building representative by the College to present and handle grievances in accordance with the grievance procedure.

VIII. VACANCIES

Whenever the College decides to fill a full-time position by other than lateral transfer into an existing job classification covered by this Resolution, or as the result of development or establishment

of new job classifications to be covered by this Resolution, a notice of such opening, including ending date for receipt of applications, shall be posted for a minimum of five (5) working days by the College. The College shall fill the opening by appointing from among the qualified applicants, the applicant the College believes is the best qualified. However, the College may exercise its discretion in rejecting a qualified applicant who has successfully bid to a new position within the preceding six (6) month period.

IX. PROBATIONARY EMPLOYEES

Section 1. Defined.

All full-time classified employees in the unit are probationary employees for the first six (6) months from the date of their initial employment or change of status resulting from the employee's successful application for a vacant position.

Section 2. Probationary Period.

The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for determining the most effective adjustment of the employee to his/her position, for reviewing with the employee his/her performance and for terminating any new employee whose performance does not meet the required work standard. Permanent employees who have changed status and are unsuccessful, may be returned to lower classifications for which they qualify, if such open positions exist. During the probationary work period, a new employee shall have no recourse to the grievance procedure.

X. SENIORITY

Section 1. Definition.

Seniority means an employee's length of continuous full-time service with the College from the date of initial employment.

Section 2. Seniority Lists.

The College shall furnish the Union with current copies of the seniority lists every three months. The seniority lists shall be maintained by location and shall include employee's name, job classification, location and initial date of employment. Upon successful completion of the probationary period new employees shall be added to the seniority lists.

XI. LAYOFF AND RECALL

When the College determines that it is necessary to lay off employees employees shall be laid off in the inverse order of their seniority within College job classifications, by location, provided that the most senior employees retained are capable of performing the available work as determined by the College. Employees shall be recalled from layoffs according to their seniority within job classification, by location.

XII. PAID LEAVES OF ABSENCE

Section 1. Sick Leave.

- A. Sick leave shall accrue at the rate of one day for each month of employment, and it may accumulate to no more than one hundred work days. No payment for unused time accrued may be made under any circumstance.
- B. Sick leave may be taken by any full-time employee due to his/her own illness or injury. Up to three (3) days may be taken when the employee is compelled to be absent due to illness or injury of a member of his/her immediate family. Members of the immediate family are hereby defined as:

mother, father, foster parents, foster children, husband, wife, son, daughter, brother and sister.

- C. A medical certificate may be required by the employee's immediate supervisor or an officer of the College to validate the employee's absences charged to sick leave.

Section 2. Personal Leave.

Up to three (3) days per year may be used as personal leave days, charged against sick leave accumulation.

Section 3. Bereavement Leave.

A full-time employee of the College shall be entitled to three (3) days of absence without loss of pay at the time of the death of any member of his/her immediate family, as defined under sick leave, provided the employee attends the funeral or is necessarily absent due to the death of the immediate family member. Additional bereavement leave shall not exceed three (3) days and shall be deducted from the employee's accumulated sick leave.

Section 4. Regulations pertaining to Paid Leaves.

In order to receive compensation while absent for purposes authorized without salary deduction, the employee must notify his immediate superior of his absence within the first two working hours, if possible. Paid Leaves of absence shall be allowed only when the employee's supervisor certifies on the time report that such absence was due to illness, injury, acute bereavement, quarantine, or other purpose specifically authorized. Deductions will be made for all time absent from work unless such absence without loss of salary is specifically provided for in this Resolution.

XIII. LEAVES OF ABSENCE WITHOUT PAY

Section 1. Application.

A full-time employee is eligible to apply for and may be granted an unpaid leave of absence after one (1) year of employment with the College. The College, upon appropriate request and 30 days notice, may grant a leave of absence not to exceed 180 calendar days. Under no circumstance will a leave be granted to allow an employee to pursue other employment. The College shall not deny a leave of absence except for good and sufficient reason. The 30-day notice may be waived in an emergency situation.

Section 2. Insurance Benefits for Employees on Unpaid Leave.

If permitted by the respective insurance carriers, covered employees shall be permitted to maintain insurance coverages while on approved unpaid leaves of absence, but such coverage shall be at the expense and option of the employee, and without obligation of the College.

XIV. JURY DUTY

Upon appropriate notice to the College, an employee shall be granted a leave of absence with pay if required to report for jury duty and to so serve. Employees shall remit to the College any pay received for such service in order to receive their regular pay from the College.

XV. WAIVER OF TUITION AND MAINTENANCE FEES FOR ATTENDING COLLEGE COURSES

All Employees may attend courses at any campus of the College which are offered, at hours outside their assigned working hours, without the payment of tuition or maintenance fees. The immediate family of all full-time, non-probationary employees, which shall include spouse and any dependent child (15 years of age and older) as defined by the Internal Revenue Code of the United States, may also attend courses offered by the College without payment of either tuition or maintenance fees. All such persons, while attending any classes, shall be subject to the same rules and regulations and entrance requirements as the

regular students of the College.

XVI. HEALTH AND DENTAL CARE AND LIFE INSURANCE

Employees covered by this Resolution may participate in the health and dental care and life insurance plan in existence for all employees of the College. The amount and the extent of said benefits shall be governed by the appropriate contracts entered into between the College and its insurance carriers. Participation in the health and dental care and insurance plans shall be voluntary on the part of each individual employee.

XVII. VACATION

Section 1. Accrual.

Vacation time is accrued for full-time employees for each year of full service in accordance with the following schedule:

First thru Fifth Year	12 days per year
Sixth thru Eighth Year	15 days per year
Ninth thru Fourteenth Year	18 days per year
Fifteenth Year and Over	22 days per year

Section 2. Use.

Vacation time may be accrued up to a maximum of twice the normal year's vacation, however vacation should be taken each year except in extenuating circumstances. In case of severance, fully accrued vacation pay will be included in the last check and will be limited to not more than twice the normal year's vacation accrual. Accrued vacation pay will be paid to employees who resign only if they do so in good standing. To resign in good standing, an employee must give at least fourteen (14) calendar days' prior notice.

Section 3. Probationary Employees.

New full-time probationary employees may not use accrued vacation during the probationary period, nor be reimbursed for such time if

severance occurs prior to acquiring permanent employee status.

XVIII. HOLIDAYS

Section 1. Number.

The following days shall be considered holidays: New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, the day before Christmas, and Christmas.

Section 2. Holidays and Weekends.

Whenever any holiday falls on a Sunday and State authorities transfer its observance to the following Monday, then the holiday will be observed on Monday. Whenever any holiday falls on a Saturday, the holiday shall either be observed on the preceding Friday or on Monday as determined by the College.

Section 3. Employee Pay for Holidays.

Each employee in a pay status who does not work on a holiday shall be paid for eight hours at his/her respective job classification rate, excluding overtime and shift premium if any, subject, however, to the following conditions and limitations:

- A. The employee must work the last day prior to the holiday and first scheduled work day after the holiday unless he/she shall furnish his/her immediate supervisor with evidence that he/she was unable to work on such a day.
- B. He/she will not be paid if the holiday occurs when he/she is scheduled to work and does not report to work.
- C. If a holiday is observed on an employee's scheduled day off or vacation, the employee shall receive the applicable holiday pay.

XIX. WAGES

Effective July 1, 1978, the June 30, 1978 salaries for all classified office and technical bargaining unit employees will be increased by 6.78%. Said increase in compensation shall be in lieu of all longevity, cost of living, and other increments during the time this Resolution shall remain in effect.

The salary schedule effective July 1, 1978 shall be as follows:

OFFICE AND TECHNICAL BARGAINING UNIT SALARY SCHEDULE

<u>Range</u>	<u>Minimum</u>	<u>Maximum</u>
3	6,287	10,016
4	6,651	10,545
5	7,014	11,140
6	7,378	11,769
7	7,810	12,398
8	8,239	13,093
9	8,703	13,820
10	9,166	14,615
11	9,696	15,441
12	10,225	16,302
13	10,820	17,229
14	11,449	18,221
15	12,078	19,247
16	12,773	20,339
17	13,500	21,500
18	14,295	22,721
19	15,121	24,032

XX. ADJUSTMENT OF GRIEVANCES

Employee Grievances shall be settled by peaceful means as provided in this Resolution. The Union agrees that it will not engage in, instigate or condone a strike, work stoppage or concerted refusal to perform work duties on the part of any employee for the duration of this Resolution and will otherwise abide by applicable law. Should any difference arise between the College and any employee as to the meaning or application of this Resolution, said difference shall be settled through the grievance procedure.

XXI. GRIEVANCE PROCEDURE

Section 1. Procedure.

If a grievance arises, including the interpretation or application of this Resolution, it shall be resolved in the following manner:

Step 1

There shall be a conference between the employee's immediate supervisor and the aggrieved employee, accompanied if he/she requests by the appropriate building representative. A grievance must be presented at Step 1 within 10 days of

the occurrence giving rise to the grievance, or within 10 days of the date on which the employee should have reasonably known of its occurrence. A timely grievance not satisfactorily resolved within two (2) days of presentation will proceed to Step 2, within five (5) days after the response from Step 1 was due. The grievance shall be reduced to writing, duly signed by the building representative and the aggrieved employee, and containing the following information:

- A. Date and nature of the grievance, location, job classification and employee involved, section(s) and paragraph(s) of this Resolution under which the grievance is entered.
- B. Date on which the grievance was discussed at Step 1.
- C. Decision at Step 1.
- D. Remedy Sought.
- E. Date of submission to Step 2.

Step 2

The grievance will be presented at a conference between the individual having administrative or managerial responsibility for the department or instructional division in which the grievance occurred, the aggrieved employee and a representative of the Union, said conference to be held within five (5) days after submission to Step 2. A written response from the College representative shall be given to the employee, with a copy to the Union, within five (5) days following the conference. If a timely grievance still remains unsolved, and the employee desires to proceed to

Step 3, written notice of such intent must be given to the College within five (5) days from receipt of the Step 2 decision by the Union or the employee, or within ten (10) days of the Step 2 conference if no response is given by the College.

Step 3

By conference between the appropriate college president or vice chancellor or his/her designated representative, the aggrieved employee and the designated Union representative; such conference to be held within five (5) days following a timely written request made pursuant to Step 3. A written response from the College shall be given to the employee, with a copy to the Union, within ten (10) days following the conference. If a timely grievance still remains unresolved, and the employee desires to proceed to Step 4, written notification of such intent must be given to the College within five (5) days from receipt of the Step 3 decision by the Union or the employee, or within fifteen (15) days of the Step 3 conference if no response is given by the College.

Step 4

The grievance, if timely, shall be presented at a meeting between the Chancellor or his/her designee, the employee and the Union Representative within five (5) days after receipt of a timely request. The employee, with a copy to the Union, shall be notified of the decision in writing within ten (10) days of the meeting.

Step 5

In the event the employee is not satisfied with the decision in Step 4, or if no answer is provided within ten (10) days by the College, the aggrieved employee may exercise one of the following alternatives:

- A. The employee may submit an appeal in writing to the Board of Trustees within five (5) working days from the decision in Step 4, or within fifteen (15) days from the Step 4 meeting if no response is given by the College. With this appeal shall be included a copy of the original grievance, the findings or reports received in Steps 1, 2, 3 and 4 and such other statements or information which the employee deems relevant.

The Board will consider the grievance at its next regularly scheduled executive session and take such appropriate steps to review the grievance that it deems advisable which may, in the Board's discretion, include providing the employee with a hearing at the earliest practicable executive session of the Board. The Board will notify the employee of its decision, in writing, within ten (10) working days from the conclusion of its action.

- B. The employee may request the naming of an independent advisory fact-finder only for those grievances concerning dismissal. Such a request must be made in writing to the Board at the time of the filing of the appeal set forth in paragraph A of this Step 5, and within the time limits there specified. The

employee and the Chancellor shall attempt to find an impartial fact-finder who is mutually acceptable. In the event that they cannot agree on a mutually acceptable fact-finder, they shall jointly contact the Federal Mediation and Conciliation Service to obtain a panel of seven (7) potential fact-finders from which to select one to serve. The Chancellor and employee shall select a fact-finder from such panel by alternately striking names from such a list or panel with the last name remaining being the fact-finder chosen to serve.

The fact-finder shall hold a hearing within a reasonable time after being appointed, but in no event more than twenty (20) working days from appointment. The hearing shall be held upon a date and time as agreed upon by the employee, the College, and the fact-finder, or if no agreement can be reached, as specified by the fact-finder.

The fact-finder shall issue an advisory recommendation, in writing, no later than twenty (20) days from the end of the hearing. Said advisory recommendation shall include findings of fact and separate conclusions and recommendations. The fact-finder shall limit the advisory recommendation strictly to the application and interpretation of the provisions of the Resolution, and shall be without power or authority to make recommendations: 1) contrary to, or inconsistent with, or modifying or varying in any way terms of the Resolution, or 2) limiting or interfering in any way

with the powers, duties, and responsibilities of the College or its Board of Trustees under applicable law.

At its next regularly scheduled meeting, the Board, in executive session, will consider the grievance and the advisory recommendations of the fact-finder. The Board may accept (in whole or in part), modify or reject the fact-finder's recommendatory findings of fact and conclusions. The Board, at the written request of the employee, shall conduct a hearing at this time and will notify the grievant, in writing, of its decision and the reasons for its decision within ten (10) working days from the date of such hearing. The fact-finder's fees and other expenses shall be payable in equal amounts by the Board and the employee.

Section 2. Extension of Time.

The time limits provided in Steps 2, 3 and 4 of Section 1 may be extended only by mutual consent of the parties. Grievances not presented to the next succeeding step as provided above, shall be considered settled on the basis of the decision last made by the College and shall not be eligible for further appeal unless an extension of time has been mutually consented to in writing.

Section 3. Days Defined.

Days as referred to throughout this grievance procedure shall be working days, but shall not include Saturdays, Sundays or holidays recognized by this Resolution.

XXII. MISCELLANEOUS

Section 1. Shift Differential.

A premium of 4% (to the nearest cent) will be paid to any full-time classified employee regularly assigned to a work period starting no earlier than 11:00 a.m. and no later than 7:00 p.m. A premium of 6% (to the nearest cent) will be paid to any full-time classified employee regularly assigned to a work period starting no earlier than 7:00 p.m. and no later than 12:00 midnight.

Section 2. Parking.

The College agrees to provide a parking area for its employees.

Section 3. Retirement Benefits.

Employees covered by this Resolution shall participate in the retirement programs which the College provides for non-certificated personnel.

Section 4. Overtime.

Overtime pay for all non-exempt employees will be paid at the rate of time and one-half for all hours worked in excess of 40 hours per week, or 8 hours a day.

Section 5. Entire Understanding.

This Resolution incorporates and reduces to writing the entire understanding on all matters which were or could have been the subject of discussion. During the term of this resolution neither party shall be required to discuss any matter not covered by this resolution whether or not within the knowledge or contemplation of either or both of the parties at the time they discussed and executed this Resolution.

XVIII. DURATION OF RESOLUTION

The effective date of this Resolution shall be when passed by the Board of Trustees, but the classified salary rates specified herein shall be effective July 1, 1978. Although the Board of Trustees of the College cannot bind future Boards of Trustees or by law enter into

collective bargaining agreements with its employees, it is intended that this Resolution shall remain, in effect until 11:59 p.m. on the 30th day of June, 1979, and each year thereafter, unless written notice of a desire to re-open discussion with designated representatives of the College shall be received at least sixty (60) days prior to any such June 30 anniversary date; and this Resolution shall, during such periods, continue to govern unless amended by the Board of Trustees.