

RESOLUTION CONCERNING CLASSIFIED OFFICE AND TECHNICAL BARGAINING UNIT  
APPROVED BY THE BOARD OF TRUSTEES, AUGUST 15, 1979

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 the form of a Resolution on the fifteenth day of August 1979 and adopted in the following form by the Board of Trustees on August 15, 1979.

WHEREAS, certain employees of St. Louis Community College did, on the twenty-second 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 (36 and 52 week) 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 provisions shall be void and inoperative, but all other provisions of this Resolution shall continue in effect. In such event the bargaining representative and designee 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 (4) "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

### Section 1.

Whenever the College decides to fill a full-time position, including the establishment of newly created positions, a notice of such opening shall be posted for a minimum of five (5) working days. Employees wishing to apply for said position shall do so during said five (5) day period.

In selecting a person to fill a vacancy, the College shall:

- a. Make every attempt to promote qualified permanent classified employees.
- b. Give full consideration to length of service with the District.
- c. The College will fill the vacancy by employing the applicant who, in the College's judgment, is best qualified.
- d. In cases of qualifications being equal, the District will award the position to the senior employee applicant.

### Section 2.

An employee within the unit who successfully applies and is awarded a position in a higher classification shall be moved to that higher classification and shall receive a salary either at the entry level for said salary classification or 5% in excess of his/her current salary whichever is greater, but under no circumstance will the employee's salary exceed the maximum for the new range.

### Section 3.

The College under ordinary circumstances will not hire any new employee at a salary above the entry level for his/her position.

## IX. RECLASSIFICATION

### Section 1.

When in the judgment of the administration a significant change in the responsibility of an individual or classification has occurred, the College may reclassify

the individual or the job classification to a higher range/classification. In such event, the affected employee will receive a salary either at the entry level for such re-established job classification or 5% in excess of his/her then current salary, whichever is greater, but under no circumstance will the employee's new salary exceed the maximum for the range to which he/she is assigned.

Section 2.

In some cases the College may find it necessary to adjust the range to which a classification is assigned in order to meet current employment market conditions. This would not involve a change in the duties or levels of responsibility for these positions. In these cases, no salary adjustment will be made other than to insure that any incumbents will be paid the minimum salary.

Section 3.

An employee desiring to have his/her position considered for reclassification shall apply in writing to his/her supervisor stating reasons for the request. The supervisor shall make a determination and, if favorable, shall submit the request through the appropriate administrative channel. A copy of the supervisor's determination shall be sent to the employee. The employee will be advised of the final disposition.

X. THIRTY-SIX (36) WEEK CLASSIFIED EMPLOYEES

Full-time classified employees who are employed for a 36-week period:

1. Are placed on the regular classified salary schedule. Payments will be made for the 36 weeks involved on a bi-weekly basis.
2. Are employed on a full-time continuing basis for 36 weeks per fiscal year. The College will determine the schedule, and the weeks will be between July 1 and June 30.
3. Are eligible for the same insurance benefits as other full-time employees.
4. Nonexempt employees shall accrue vacation at the rate of one (1) day per month for the period in which they are scheduled to work, but no more than eight (8) days per 36-week period. Those employees who are in exempt positions may accrue two (2) days per month worked but no more than fifteen (15) days for the 36-week period. Vacation accrual shall be adjusted for nonexempt employees as to the length of service, and in accordance with the following schedule:

First through fifth year	8 days per 36 weeks
Sixth through eighth year	10 days per 36 weeks
Ninth through fourteenth year	12 days per 36 weeks
Fifteenth year and over	15 days per 36 weeks

5. May use accrued vacation or personal leave during the winter and spring break periods. Upon completion of the 36-week work period, an employee may request payment for any remaining vacation accrued.
6. Shall receive those holidays approved for St. Louis Community College which fall during the work schedule as determined by the College.
7. Shall accrue sick leave at the rate of one (1) day per month during those periods in which they are scheduled to work, but no more than eight (8) days per 36-week period. Two (2) of these days may be used as personal leave.
8. Are eligible for bereavement leave of three (3) days with full pay if the bereavement occurs during those weeks in which they are scheduled to work.
9. Will become members of the Non-certificated Employees' Retirement Plan; however, those 36-week classified employees who already have membership in the Public School Retirement System of Missouri will continue in that plan.
10. A 36-week employee may work more than 36 weeks per year. The additional work would be performed without accruing vacation or medical leave and employees would not be eligible for holiday pay if a holiday fell within the additional work schedule. The rate of pay would be at the regular assigned salary.
11. Work in addition to the scheduled 36-week period will be voluntary.

## XI. PROBATIONARY EMPLOYEES

### Section 1. Definition

All full-time classified employees shall be considered probationary employees for the first three (3) months of their employment.

### 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. During the probationary work period a new employee shall have no recourse to the grievance procedure.

### Section 3. Change in Status

Permanent employees who have changed status shall be considered probationary in their new position for thirty (30) calendar days. Probation for change of status employees shall only pertain to the decision to retain, or not retain, that employee in his/her new position. Any change of status employee who is not successful in a new position shall be returned to his/her position prior to change of status, provided said position is vacant. In the event that the position is filled, the employee will be placed in an equal or lower classification provided a vacancy exists and the employee is qualified for the vacant position.

## XII. 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 (3) 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.

## XIII. LAYOFF AND RECALL

### Section 1. Order of Layoff

If it is necessary to lay off employees, it shall be done in the following order:

- a. All temporary, part-time and probationary employees shall be laid off within job classification and location before full-time employees.
- b. Permanent full-time employees shall be laid off in the inverse order of their seniority within College job classification by location. Employees retained must be capable of performing the available work.

### Section 2. Displacement

Any full-time permanent employee scheduled for layoff may displace at his/her location a less senior employee in an equal or lower job classification for which the senior employee qualifies according to the approved job description.

### Section 3. Recall

Employees shall be recalled from layoff by seniority within job classification and location. No new employees shall be hired to do the work that would have normally been done by an employee who is on layoff.

Recall rights for employees on layoff shall be maintained for one (1) year.

## XIV. PAID LEAVES OF ABSENCE

### Section 1. Sick Leave

- a. Sick leave shall accrue at the rate of one (1) day for each month of employment, and it may accumulate to no more than one hundred (100) 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 at any one time 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 absence 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 (2) working hours if possible. Paid leaves of absence shall be allowed only when the employee's supervisor certifies 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.

XV. 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 thirty (30) days notice, may grant a leave of absence not to exceed one hundred eighty (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 thirty (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 leave of absence but such coverage shall be at the expense and option of the employee, and without obligation of the College.

XVI. 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 serve. Employees shall remit to the College any pay received for such service in order to receive their regular pay from the College.

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

All employees may attend courses at any campus of the College which are offered without the payment of tuition or maintenance fees. The immediate family of all full-time, nonprobationary 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.

XVIII. 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.

## XIX. 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 through fifth year	12 days per year
Sixth through eighth year	15 days per year
Ninth through 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 accrual, however, vacation should be taken each year except in extenuating circumstances. In case of severance, full 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.

## XX. 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 (8) 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 for work.
- c. If a holiday is observed on an employee's scheduled day off or vacation, the employee shall receive the applicable holiday pay.
- d. Employees who are required to work on any holiday shall receive the pay for said holiday plus one and one-half times the hours worked.

### XXI. WAGES

Effective July 1, 1979, the June 30th salaries for all classified office and technical bargaining unit employees will be increased as indicated below. Said increase in compensation shall be in effect for the duration of this Resolution.

The salary schedule effective July 1, 1979, shall be as follows:

#### OFFICE AND TECHNICAL BARGAINING UNIT SALARY SCHEDULE

<u>Range</u>	<u>Minimum</u>	<u>Maximum</u>
4	7,077	11,220
5	7,464	11,853
6	7,851	12,522
7	8,310	13,192
8	8,767	13,931
9	9,260	14,705
10	9,753	15,551
11	10,317	16,429
12	10,880	17,345
13	11,513	18,332
14	12,182	19,387
15	12,851	20,479
16	13,590	21,641
17	14,365	22,876
18	15,211	24,175
19	16,090	25,570

XXI. WAGES (Page 11) Office and Technical Bargaining Unit Salary Schedule

1. The scheduled minimum salary will be increased by 6.4%.
2. The scheduled maximum salary will be increased by 6.4%.
3. Individuals employed at least one year will be granted a 10% salary increase but in no case will the new salary exceed the scheduled maximum.
4. Individuals employed for less than one year will receive a 10% increase prorated on months of service but in no case will the new salary be less than the new minimum for the range.

## XXII. 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.

## XXIII. 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 ten (10) days of the occurrence giving rise to the grievance, or within ten (10) days of the date on which the employee should have reasonably known of its occurrence. A 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, signed by the building representative and the aggrieved employee, and contain 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 of the Union, within five (5) days following the conference. If a 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 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 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 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 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.

### XXIV. 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 at no expense to employees.



### Section 3. Retirement Benefits

Employees covered by this Resolution shall participate in the retirement programs which the College provides for noncertificated 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 forty (40) hours per week or eight hours per day, including holiday and vacation days earned. For purposes of computing overtime, paid holidays and vacation days shall be considered as days worked.

### Section 5. Rest Periods

Employees shall be entitled to two (2) fifteen (15) minute breaks per day.

### Section 6. Schedule Changes

Employee will be given two weeks notice before his/her schedule is changed except in emergencies. In the event of an emergency change, the employee will be paid at the rate of time and one-half for the first day of such change.

### Section 7. Notice Not to Report

If an employee reports for work when scheduled and has not been notified not to report during the preceding day, he/she shall be given four (4) hours work or pay at the appropriate rate.

### Section 8. Dinner Allowance

A meal allowance will be provided for any employee working in excess of ten (10) hours per day.

## XXV. 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.

## XXVI. 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, 1979. 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 thirtieth day of June 1980, and each year thereafter unless written notice of a desire to reopen discussion with designated representatives of the College shall be received by the Director of Personnel Services 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.

8/15/79