

S. Falk

INDEX-RESOLUTION CONCERNING CLASSIFIED OFFICE AND TECHNICAL BARGAINING UNIT

RESOLUTION 1982-1983

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RESOLUTION CONCERNING CLASSIFIED OFFICE AND TECHNICAL BARGAINING UNIT
APPROVED BY THE BOARD OF TRUSTEES, AUGUST 23, 1982

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 twenty-third of August, 1982 and adopted in the following form by the Board of Trustees on August 23, 1982.

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. Sl05.500, 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 (36 week and 52 week) 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 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 will advise the Director of Personnel Services of the appropriate address to which to mail dues deductions. 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.

III. UNION ACCESS TO PREMISES

Duly authorized officers and representatives 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. Duly authorized officers and representatives of the Union shall also be permitted to enter the College premises prior to 8 a.m. and after 5 p.m. for the purpose of Union business. No such officers and/or representatives 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.

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 Department 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 ten (10) working days. Such notices of openings shall be prominently posted at all locations.

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 College 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

All new classified personnel will normally be employed by the College at the minimum salary for the assigned range. If supported by evidence of experience and/or competency beyond minimum qualifying levels,

initial salary placement may be above the minimum, but in no case may it exceed the minimum salary of the assigned range by more than the current salary adjustment of this Resolution without written approval by the Chancellor.

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 the Personnel Department stating the reasons for the request prior to April 1. Written response to the employee will be made by June 30 of the same year. Under extenuating circumstances, reclassification may occur during other times of the year.

X. 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. Employees in changed status probationary period shall have recourse to the grievance procedure.

XI. 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.

Section 3. Externally Funded Positions

- a. Employees who beginning July 1, 1980 are hired into or who elect to transfer into projects which are externally funded will not be considered for seniority status and/or continuation of employment when said funds are no longer approved or accepted by the College. They shall be placed on a list which will be maintained by the College for consideration for suitable vacancies for one (1) year after said funds are not approved or accepted. The College reserves the right to hire the best qualified applicant for each vacancy.
- b. Employees who before July 1, 1980 were hired into or who elected to transfer into projects which are externally funded shall retain their seniority and be considered for continuation of employment when said funds are no longer approved or accepted by the College, subject to any existing "waiver of rights" having been signed by the employee.

XII. 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

All 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.

XIII. PAID LEAVES OF ABSENCE

Section 1. Sick Leave

- a. Sick leave shall accrue at the rate of one and two-tenths (1.2) days or 9.6 hours for each month of employment. Additional sick leave may be accrued for 36-week employees who work additional time. Sick leave may be accumulated to no more than 120 days or 960 hours for 52-week employees and 83 days or 664 hours for 36-week employees. No payment for unused time accrued may be made under any circumstances.
- b. Sick leave may be taken by any full-time employee due to his/her own illness or injury. Up to three (3) days or 24 hours 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 or 24 hours per year for 52-week employees and two (2) days or 16 hours per year for 36-week employees may be used as personal leave, charged against sick leave accumulation.

Section 3. Bereavement Leave

A full-time employee of the College shall be entitled to three (3) days or 24 hours 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, with the addition of mother-in-law and father-in-law, provided that 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 or 24 hours 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.

XIV. 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, for justifiable reasons, 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. At the expiration of the leave, the employee shall be reinstated in a position of similar status within the location to the position held by the employee at the time of granting the leave.

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.

XV. JURY DUTY

In the event that any employee shall be summoned as a juror or subpoenaed as a witness in any judicial proceeding, the employee shall suffer no loss of pay from the district for the necessary absence from employment.

XVI. WAIVER OF TUITION 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 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.

XVII. HEALTH AND DENTAL CARE AND LIFE INSURANCE

Section 1. Employee Participation

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 life insurance plans shall be voluntary on the part of each individual employee.

Section 2. Insurance Advisory Committee

The College shall include two (2) representatives of JCDFTC, Local 3506, when appropriate, to discuss any changes in insurance coverage, carriers, etc.

XVIII. VACATION

Section 1.a Accrual for 52-Week Employees

Vacation time is accrued for full-time employees in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>	<u>RATE OF ACCRUAL (PER BI-WEEKLY PAY PERIOD)</u>
First through fourth year	10 days or 80 hours per year	3.077 hours
Fifth through seventh year	13 days or 104 hours per year	4.000 hours
Eighth through thirteenth year	16 days or 128 hours per year	4.923 hours
Fourteenth year and over	20 days or 160 hours per year	6.154 hours

Exempt employees hired after June 30, 1980 shall accrue vacation according to the following schedule:

First through third year	14 days or 112 hours per year	4.308 hours
Fourth year and over	20 days or 160 hours per year	6.154 hours

Exempt employees hired prior to July 1, 1980 shall accrue 20 days of vacation per year.

Section 1.b Accrual for 36-Week Employees

Non-exempt employees shall accrue vacation according to the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>	<u>RATE OF ACCRUAL PERIOD BI-WEEKLY PERIOD SCHEDULED TO WORK</u>
First through fourth year	8 days or 64 hours per year	3.556 hours
Fifth through seventh year	10 days or 80 hours per year	4.445 hours
Eighth through thirteenth year	12 days or 96 hours per year	5.334 hours
Fourteenth year and over	15 days or 120 hours per year	6.667 hours

Exempt employees shall accrue vacation according to the following schedule:

<u>VACATION</u>	<u>RATE OF ACCRUAL PER BI-WEEKLY PERIOD SCHEDULED TO WORK</u>
15 days or 120 hours per year	6.667 hours/period

Additional vacation time may be accrued for 36-week employees who work additional time according to their appropriate rate.

Section 2.a 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 2.b

Thirty-six (36) week employees may use accrued vacation during the break between the fall and spring semesters and during spring break. Upon completion of the 36-week period, an employee may request payment for any remaining vacation accrued.

Section 3. Probationary Employees

New full-time probationary employees may not use accrued vacation during probationary period, nor be reimbursed for such time if severance occurs prior to acquiring permanent employee status.

XIX. 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. Christmas/New Year's Holidays

In addition to the holidays stated in Section 1, the week days which fall between Christmas and New Year's will be holidays for 52-week employees who are members of the Classified Office and Technical Bargaining Unit.

Section 3. Essential Services

If the College cannot obtain sufficient staff to voluntarily perform essential services, employees may be required to work in reverse order of seniority with the least senior employee first being required to perform such work.

Section 4. 36-Week Employees

Thirty-six (36) week employees shall receive holiday pay for those holidays which fall within their regular work schedule. 36-week employees who work additional time will receive holiday pay for holidays which fall within the additional time worked.

Section 5. 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 6. 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 to the following conditions and limitations:

- a. The employee must work or be in some other approved pay status on the last scheduled work day prior to the holiday and the first scheduled work day after the holiday.
- 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 .
- 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.
- e. When a holiday falls during the regularly scheduled week, the employee will work an eight (8) hour per day schedule for all regularly scheduled workdays in that week.

XX. WAGES

A. Effective July 1, 1982, the salary schedule shall be as follows:

OFFICE AND TECHNICAL BARGAINING UNIT SALARY SCHEDULE

FULL-TIME 52-WEEK STAFF

<u>Range</u>	<u>Minimum</u>	<u>Maximum</u>
A	\$ 9,940	\$14,550
B	10,454	15,365
C	11,067	16,194
D	11,676	17,100
E	12,987	19,083
F	13,738	20,162
G	14,488	21,284
H	16,222	23,794
I	18,097	26,559

7.6%
increase
over
1981-82

FULL-TIME 36-WEEK STAFF

<u>Range</u>	<u>Minimum</u>	<u>Maximum</u>
A	\$ 6,881	\$10,072
B	7,238	10,638
C	7,661	11,211
D	8,083	11,838
E	8,991	13,211
F	9,511	13,959
G	10,030	14,736
H	11,230	16,471
I	12,529	18,387

- B. Salary increases for 1982-83 shall be determined as follows:
- i. All full-time staff on each of the schedule ranges will receive a 7.6% adjustment to their 1981-82 salary.
 - ii. All full-time staff who are recommended for movement on the schedule will receive 2.2% of their 1981-82 salary, but only to the extent that the new salary does not exceed the maximum. At least 90 percent of the eligible employees will be recommended for movement increases.
 - iii. Employees whose salaries after schedule adjustment, are below the stated minimums for 1982-83, will either receive an amount required to bring them to the minimum for their range or the movement increase if it is greater, provided the greater amount is recommended.
 - iv. Full-time staff with less than a full year of full-time service between July 1, 1981 and June 30, 1982 will be eligible for movement increases prorated for each month of service; i.e., service since 9/10/81 would result in 10/12 of 2.2% movement eligibility. Employment on or prior to the 15th of the month is required for that month to count in the proration.

XXI. GRIEVANCES

Section 1. Adjustment

Employee grievances shall be settled by peaceful means as provided in this Resolution, with good faith efforts made to resolve grievances at the earliest possible step. The union agrees that it will not engage in, instigate or condone a strike, work stoppage, or other interruption or impeding of work on the part of any employee for the duration of this resolution and will abide by applicable law, and the College agrees that it will not engage in a lock-out during such period. Should any difference arise between the College and any employee as to the meaning or application of this resolution or Board Policy and Administrative Procedures as they apply to the welfare of unit employees, said grievance shall be settled through the grievance procedure.

Section 2. Definitions

A "grievance" is defined as an alleged violation, misinterpretation or improper application of the terms and conditions of this resolution or Board Policy and Administrative Procedures as they apply to the welfare of unit employees. A grievance shall be in written form 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 or Board Policy or Administrative Procedures under which the grievance is entered.
- b. Remedy sought.
- c. Date of submission.

A "grievant" is defined as any employee filing a grievance.

Section 3. Extension of Time

The time limits provided in the grievance procedure may be extended only by mutual written consent of the parties.

Section 4. Days Defined

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

Section 5. Advancement/Termination of Grievances

Grievances not appealed within the prescribed time limits will be considered settled on the basis of the last decision made by the College and shall not be eligible for further appeal. The aforesaid shall not apply if the time limits are extended by mutual written consent of the parties.

Section 6. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Administration against an employee because of his/her participation in the grievance procedure.

XXII. GRIEVANCE PROCEDURE

Section 1. Procedure

If a grievance arises, it will be resolved through the procedure described below. However, this procedure does not preclude prior discussions between an employee and his/her supervisor to resolve the difference.

Step 1.

- a. A grievance, to be timely, must be submitted to an employee's immediate supervisor 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 such occurrence.
- b. Within five (5) days of the initial presentation of the grievance, there shall be a conference between the employee and his/her immediate supervisor and a union representative.
- c. The employee's immediate supervisor will issue a written response to the employee, with a copy to the union, within three (3) days following the conference.
- d. If the employee is not satisfied with the response issued and wishes to proceed with his/her grievance, he/she must give written notice of such intent to the appropriate College Dean or Director within three (3) days of receipt of the response or within six (6) days of the Step 1-b conference if no response is given by the College.

*Grievance with
must be accepted
after 10 days.*

Step 2.

- a. Within three (3) days following receipt of written notice, the College Dean or Director, or his/her designee, will conduct a conference with the employee and his/her immediate supervisor and a union representative.
- b. Within three (3) days following the conference, the College Dean or Director, or his/her designee, will issue a written response to the employee with a copy to the union.
- c. If the employee is not satisfied with the response received and wishes to proceed with his/her grievance, he/she must give written notice of such intent to the College President or Vice-Chancellor within three (3) days following receipt of the response or within six (6) days of the Step 2-a conference if no response is given by the College.

Step 3.

- a. Within three (3) days following receipt of written notice from the employee, the College President or Vice-Chancellor, or his/her designee, will conduct a conference with the employee and a union representative.
- b. Within three (3) days following the conference, a written response will be issued by the College to the employee with a copy to the union.
- c. If the employee is not satisfied with the response, and wishes to proceed with her/her grievance, he/she must give written notice of such intent to the Chancellor within three (3) days of receipt of the response or within six (6) days of the Step 3-a conference if no response is given by the College.

Step 4.

- a. Within three (3) days following receipt of written notice from the employee, the Chancellor and/or his/her designee will conduct a conference with the employee and a union representative.
- b. Within three (3) days following the conference, a written response will be issued by the College to the employee, with a copy to the union.

Step 5.

If the employee is not satisfied with the decision received at Step 4-b, he/she may exercise one of the following alternatives:

- a. The employee may submit an appeal in writing to the Board of Trustees within three (3) days from receipt of the response or within six (6) days of the Step 4-a conference if no response is given by the College. With this appeal shall be included a copy of the original grievance, the decisions previously received under this procedure, 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 and the union of its decision, in writing, at 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 filing of the appeal set forth in sub-paragraph "a" of Step 5, and within the time limits there specified. The employee and the Chancellor, or his/her designee, 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, or his/her designee, and the 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 on 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, with a copy to the union, of its decision and the reasons for its decision at the conclusion of such hearing. The fact-finder's fees and other expenses shall be payable in equal amounts by the College and the employee.

XXIII. 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 nonexempt employees regularly scheduled to work a five (5) day work week will be paid at the rate of time and one-half for all hours in excess of forty (40) hours per week or eight hours per day, including holiday and vacation days earned.

Section 5. Rest Periods

Employees shall be entitled to two (2) fifteen (15) minute breaks per day. These rest periods shall be scheduled to ensure the employee one break during the first half of the work period and one break during the second half of the work period.

Section 6. Schedule Changes

An 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.

Section 9. Publication of the Resolution

The College shall publish and make available the Resolution Concerning Office and Technical Bargaining Unit no later than thirty (30) days following approval by the Board of Trustees. All new employees shall be issued copies of the Resolution during their probationary period.

Section 10. Additional Work for 36-Week Employees

For 36-week employees, work in addition to the scheduled 36 week period will be voluntary.

Section 11. Time Keeping/Attendance Keeping Documents

Employees will be informed of changes to their time keeping or attendance keeping documents.

Section 12. Non Discrimination

Neither the College nor the Union will discriminate against any employee with respect to the employee's race, color, creed, sex, age, religion, handicap, national origin or union membership.

XXIV. 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.

XXV. EMPLOYEE REVIEW

Each employee's performance will be reviewed prior to the completion of the first three (3) months after the Board approved effective date of employment, and thereafter at least once between May 1 and June 15 of each year. The evaluations will be documented on the appropriate form and reviewed with the employee by the immediate supervisor.

XXVI. PENALTIES AND SEPARATIONS

Section 1. Dismissal

Permanent employees may be dismissed for cause only. Causes deemed sufficient for dismissal may include but are not limited to: conviction of a felony; dishonesty or fraud; theft; falsification of records; unsatisfactory attendance or tardiness; unsatisfactory work performance; gambling on College premises; willful or significant damage to College property; intoxication; drug abuse or unauthorized possession or sale of alcoholic beverages or illegal drugs on College property; insubordination; sleeping on duty; immoral or indecent conduct; unauthorized use or misuse of College property, supplies or personnel.

The recommendation for dismissal of an employee will be the responsibility of supervisors and administrators having line responsibility for the employee's performance. The college will issue a written dismissal notice which will include reason(s) for said dismissal.

Employees have the right to appeal dismissal through the grievance procedure.

Section 2. Suspension

An employee may be suspended by his/her immediate supervisor or department head, for cause related to the performance of duty or for disciplinary reasons, for a period not to exceed three (3) days. The suspension may be extended, if deemed justified by the College. A written statement as to the reason(s) for suspension will be provided to the employee. The employee shall have the right to appeal the suspension through the grievance procedure.

XXVII. PERSONNEL FILES

There shall be only one official personnel file on an employee at the location where he/she works and only one official personnel file on the employee at the Administrative Center. The employee shall have the right to inspect either of these files. The employee shall have the right to have a copy of any document in his/her file. Job-related documents which the employee requests to be placed in the files shall be so included. Supervisors and administrators having line responsibility for the employee's performance shall be entitled to inspect the files. Other parties may inspect the files upon written release by the employee. There shall be no copying of any document in an employee's file without written consent of the employee.

XXVIII. SALARY PAYMENTS

Salary payments shall be made on a bi-weekly basis, every other Friday. The employee will receive twenty-six (26) payments on an annual basis. If a scheduled payment should fall on a holiday, the payment will be made the last working day prior to the holiday.

XXIX. 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, 1982. 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, 1984, provided, however, that upon at least sixty (60) days prior to June 30 of each year, written notice be received, by the Director of Personnel Services, of a desire to reopen discussion only for the period commencing July 1 of each year. Discussion shall be limited to wages and group insurance programs provided to employees of the College. In addition, each party shall have the option of reopening discussion on one article. This resolution shall, during such periods, continue to govern unless amended by the Board of Trustees.