

TABLE OF CONTENTS

FOR RESOLUTION CONCERNING CLASSIFIED OFFICE AND TECHNICAL BARGAINING UNIT

RESOLUTION 1984-1986

<u>SUBJECT HEADING OR TITLE</u>	<u>PAGE(S)</u>	<u>ARTICLE AND/OR SECTION</u>
Alternate Work Schedules Defined	23	Article XXX Section 3
Building Representatives	3-4	Article VII
Bulletin Boards	2-3	Article IV
Change in Status	6	Article X Section 3
Continuation of Employment	7	Article XI Section 3
Deductions	8	Article XIII Section 4
Dinner Allowance	23	Article XXX Section 4
Discharge & Disciplinary Action	3,21	Articles VI and XXVII
Dismissal	21	Article XXVII Section 1
Displacement	7	Article XII Section 2
Dues Checkoff	2	Article II
Duration of Resolution	24	Article XXXI
Employees/Probationary	6	Article X
Entire Understanding	21	Article XXV
Externally Funded Positions	7	Article XI Section 3
Fact Finder	19-20	Article XXIII Section 1
Grievances	16-17	Article XXII
Grievances/Handling	4	Article VII Section 3
Grievances/Procedure	17-20	Article XXIII
Grievances/Probationary Employees	6	Article X Section 2
Health & Dental Care & Life Insurance	10	Article XVIII
Holidays	12-13	Article XX
Holidays/Christmas/New Years	12	Article XX Section 2
Holidays/Pay	13	Article XX Section 6
Holidays/Weekends	12	Article XIX Section 5
Insurance/Advisory Committee	10	Article XVIII Section 2
Insurance/Employee Participation	10	Article XVIII Section 1
Insurance/Employees on Unpaid Leave	9	Article XIV Section 2
Jury Duty	9	Article XV
Layoff & Recall	7	Article XII
Layoff/Order of	7	Article XII Section 1
Leaves of Absence/Illness	8	Article XIII Section 1
Leaves of Absence/Notification	8	Article XIII Section 4
Leaves of Absence/Paid	8	Article XIII
Leaves of Absence Without Pay	9	Article XIV
Leaves of Absence Without Pay/ Application	9	Article XIV Section 1
Leave/Bereavement	8	Article XIII Section 3
Leave/Personal	8	Article XIII Section 2
Life Insurance	10	Article XVIII
Lunch Periods	23	Article XXX Section 10
Management Rights	3	Article VI

<u>SUBJECT HEADING OR TITLE</u>	<u>PAGE(S)</u>	<u>ARTICLE AND/OR SECTION</u>		
Mediation	19-20	Article	XXII	Section 1
Miscellaneous	21	Article	XXIV	
No Strike Clause	16	Article	XXII	
Normal Work Week Defined	22	Article	XXX	Section 1
Notice Not to Report	20	Article	XXX	Section 9
Overtime	19	Article	XXX	Section 2
Paid Leaves/Regulations	8	Article	XIII	Section 4
Parking	21	Article	XXIV	Section 1
Penalties & Separations	21	Article	XXVII	
Pension Plan	10	Article	XVII	
Personal Leave	8	Article	XIII	Section 2
Personnel Files	22	Article	XXVIII	
Position Changes	5	Article	IX	
Probationary Employees	6	Article	X	
Probationary Period	6	Article	X	Section 2
Range/Salary	14	Article	XXI	
Recall	7	Article	XII	Section 3
Reclassification	5	Article	IX	
Recognition	1-2	Article	I	Section 1
Representatives/Authority	3-4	Article	VII	Section 2
Representation & Building Representatives	3-4	Article	VII	
Representatives/Number of	3	Article	VII	Section 1
Resolution/Duration of	24	Article	XXXI	
Rest Periods	20	Article	XXI	Section 11
Retirement Benefits/Pension Plan	10	Article	XVII	
Salary Increases	14	Article	XXI	
Salary/Movement	14	Article	XXI	
Salary Payments	22	Article	XXIX	
Salary Schedule Adjustment	14	Article	XXI	
Savings Clause	3	Article	V	
Schedule Changes	23	Article	XXX	Section 7
Scope	2	Article	I	Section 3
Seniority	6	Article	XI	
Shift Differential	16	Article	XXI	
Sick Leave	8	Article	XIII	Section 1
Suspension	22	Article	XXVII	Section 2
Understanding/Entire	21	Article	XXV	
Union/Access to Premises	2	Article	III	
Unit Description	2	Article	I	Section 2
Vacancies	4-5	Article	VIII	
Vacation/Accrual	10-11	Article	XIX	Section 1
Vacation (52 & 36 Week Employees)	10-11	Article	XIX	
Vacation/Use	11-12	Article	XVIII	Sections 2 & 3
Wages	14-15	Article	XXI	
Waiver of Rights	7	Article	XI	Section 3
Waiver of Tuition/Maintenance Fees	9-10	Article	XVI	
Work Schedules	22-24	Article	XXX	

01 RESOLUTION CONCERNING CLASSIFIED OFFICE AND TECHNICAL BARGAINING UNIT
02 APPROVED BY THE BOARD OF TRUSTEES, SEPTEMBER 17, 1984
03
04

07 The following Resolution representing the results of the
08 meetings, conferences, and discussions between Local 3506 Junior College
09 District Federation of Teachers and Classified JCDFTC AFT/AFL-CIO and
10 representatives of St. Louis Community College was presented to the Board
11 of Trustees of St. Louis Community College in the form of a Resolution on
12 the seventeenth of September, 1984 and adopted in the following form by
13 the Board of Trustees on September 17, 1984.

14 WHEREAS, certain employees of St. Louis Community College did, on
15 the twenty-second day of July, 1977, select in an election by secret
16 ballot, Local 3506 Junior College District Federation of Teachers and
17 Classified JCDFTC AFT/AFL-CIO (hereinafter "Union") as their exclusive
18 Bargaining Representative pursuant to RS Mo. S105, et. seq.; and

19 WHEREAS, the designated unit includes all full-time classified
20 (36 and 52 week) office and technical support staff employees of
21 St. Louis Community College, excluding faculty, administrators,
22 confidential employees, professional employees, supervisors, security
23 officers, college police officers, and all employees covered by the
24 existing Resolution concerning the physical plant bargaining unit now
25 represented by Stationary Local No. 2, International Union of Operating
26 Engineers, AFL/CIO, said "appropriate unit" having been certified by the
27 Missouri State Board of Mediation in Public Case No. 77-018; and

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

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

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

42 I. RECOGNITION, UNIT, AND SCOPE

43 Section 1. Recognition

44 The College recognizes Local 3506 Junior College District
45 Federation of Teachers and Classified JCDFTC AFT/AFL-CIO as a sole and
46 exclusive bargaining agent, to the extent authorized by applicable

01 Missouri law, for the purpose of meeting and conferring as to salaries,
02 wages, hours, and other conditions of employment for all employees in the
03 unit described below.
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07 Section 2. Unit Description

08 All full-time classified (36 and 52 week) office and technical
09 support staff employees of the St. Louis Community College, excluding
10 faculty, administrators, confidential employees, professional employees,
11 supervisors, security officers, college police officers, and all
12 employees covered by the existing Resolution concerning the physical
13 plant bargaining unit now represented by Stationary Local No. 2,
14 International Union of Operating Engineers, AFL/CIO, as such staff
15 positions were certified by the Missouri Board of Mediation in Public
16 Case No. 77-018.
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19 Section 3. Scope

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21 To the extent that this Resolution is inconsistent with Board
22 Policy or Administrative Procedures of the College, this Resolution shall
23 control. All Board Policies and Administrative Procedures with respect
24 to classified staff not affected by this Resolution shall remain in full
25 force and effect.
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28 II. DUES CHECKOFF

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30 The College will deduct one-half of the dues twice each month
31 dues from the pay of those employees who individually request in writing
32 that such deductions be made, unless such deductions are prohibited by
33 applicable State law. The amounts to be deducted shall be certified to
34 the College by the Treasurer of the Union, and the aggregate deductions
35 of all employees shall be remitted, together with an itemized statement,
36 to the Treasurer of the Union by the first of the succeeding month, after
37 such deductions are made. The Union will advise the Director of
38 Personnel Services of the appropriate address to which to mail dues
39 deductions. The Union agrees to hold the College harmless from all
40 damages or liability resulting from any action commenced by any employee
41 and any decision against the College relating to such deductions.
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44 III. UNION ACCESS TO PREMISES

45
46 Duly authorized officers and representatives of the Union shall
47 be permitted to enter the College premises for union business or for the
48 purpose of adjusting grievances arising pursuant to this Resolution. No
49 such officers and/or representatives shall, in any manner, interfere with
50 the conduct of business of the College or the work of any employee.
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53 IV. BULLETIN BOARDS

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55 The Union may post Union-related notices and bulletins on up to
56 four (4) bulletin boards per campus or central office location, provided
57 that such notices and bulletins may concern only Union meetings, social
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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.

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- c. Transmission of messages and information originating with and authorized by the Union or its officers.

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Section 3. Handling Grievances

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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.

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VIII. VACANCIES

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Section 1

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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.

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

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- 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.

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Section 2

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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.

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Section 3

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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.

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02 IX. POSITION CHANGES
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06 Section 1 a.

07 When in the judgment of the administration a significant change
08 in the responsibility of an individual or classification has occurred,
09 the College may reclassify the individual or position to a higher,
10 lateral or lower range/classification.

11 Section 1 b.

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13 When the affected employee is moved to a higher range/classifi-
14 cation (by reassignment or reclassification) , he/she will receive an
15 increase in salary which places him/her at his/her appropriate salary
16 step in the new range, but under no circumstances will the employee's new
17 salary exceed the maximum of the range to which he/she is assigned.
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19 Section 1 c.

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21 When the affected employee is moved laterally, he/she shall
22 suffer no loss in salary.
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24 Section 1 d.

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26 When the affected employee is moved to a lower range/classifi-
27 cation, he/she shall suffer no loss in salary.
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29 Section 2

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Reclassification is the act of changing a position and/or range of an employee or position to correct improper placement; the act of changing a position and/or range of an employee who is performing the work of a higher, lateral or lower classification.

Section 3

Any employee who believes his/her position and/or range is misclassified through consistent overt acts of supervisors shall have recourse to the grievance procedure. All grievances concerning classification shall be initiated at the Step 3 level of the grievance procedure.

Definition:

- A. Misclassification - the improper placement of jobs in the salary schedule; an employee performing the work of a higher, lateral or lower classification.

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02 X. PROBATIONARY EMPLOYEES
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10 Section 1. Definition
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12 All full-time classified employees shall be considered
13 probationary employees for the first three (3) months of their
14 employment.
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21 Section 2. Probationary Period
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23 The probationary, or working test, period shall be regarded as an
24 integral part of the examination process, and shall be utilized for
25 closely observing the employee's work, for determining the most effective
26 adjustment of the employee to his/her position, for reviewing with the
27 employee his/her performance, and for terminating any new employee whose
28 performance does not meet the required work standard. During the
29 probationary work period a new employee shall have no recourse to the
30 grievance procedure.
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38 Section 3. Change in Status
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40 Permanent employees who have changed status shall be considered
41 probationary in their new position for thirty (30) calendar days.
42 Probation for change of status employees shall only pertain to the
43 decision to retain, or not retain, that employee in his/her new position.
44 Any change of status employee who is not successful in a new position
45 shall be returned to his/her position prior to change of status, provided
46 said position is vacant. In the event that the position is filled, the
47 employee will be placed in an equal or lower classification provided a
48 vacancy exists and the employee is qualified for the vacant position.
49 Employees in changed status probationary period shall have recourse to
50 the grievance procedure.
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56 XI. SENIORITY
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63 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.

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Section 3. Externally Funded Positions

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- 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.

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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 employees 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.

01 XIII. PAID LEAVES OF ABSENCE
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05 Section 1. Sick Leave

- 06 a. Sick leave shall accrue at the rate of one and two-
07 tenths (1.2) days or 9.6 hours for each month of
08 employment. Additional sick leave may be accrued
09 for 36-week employees who work additional time.
10 Sick leave may be accumulated to no more than 120
11 days or 960 hours for 52-week employees and 83 days
12 or 664 hours for 36-week employees. No payment for
13 unused time accrued may be made under any
14 circumstances.
- 15 b. Sick leave may be taken by any full-time employee
16 due to his/her own illness or injury. Up to three
17 (3) days or 24 hours may be taken at any one time
18 when the employee is compelled to be absent due to
19 illness or injury of a member of his/her immediate
20 family. Members of the immediate family are hereby
21 defined as: mother, father, foster parents, foster
22 children, husband, wife, son, daughter, brother and
23 sister.
- 24 c. A medical certificate may be required by the
25 employee's immediate supervisor or an officer of
26 the College to validate the employee's absence
27 charged to sick leave.
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31 Section 2. Personal Leave

32 Up to three (3) days or 24 hours per year for 52-week employees
33 and two (2) days or 16 hours per year for 36-week employees may be used
34 as personal leave, charged against sick leave accumulation.
35

36 Section 3. Bereavement Leave

37 A full-time employee of the College shall be entitled to four (4)
38 days or 32 hours of absence without loss of pay at the time of the death
39 of any member of his/her immediate family, as defined under sick leave,
40 with the addition of current mother-in-law and father-in-law,
41 grandparents, and any relative living in the immediate household,
42 provided that the employee attends the funeral or is necessarily absent
43 due to the death of the immediate family member. Additional bereavement
44 leave shall not exceed three (3) days or 24 hours and shall be deducted
45 from the employee's accumulated sick leave.
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48 Section 4. Regulations Pertaining to Paid Leaves

49 In order to receive compensation while absent for purposes
50 authorized without salary deduction, the employee must notify his
51 immediate superior of his absence within the first two (2) hours if
52 possible. Paid leaves of absence shall be allowed only when the
53 employee's supervisor certifies that such absence was due to illness,
54 injury, acute bereavement, quarantine, or other purpose specifically
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03 authorized. Deductions will be made for all time absent from work unless
04 such absence without loss of salary is specifically provided for in this
Resolution.

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07 XIV. LEAVES OF ABSENCE WITHOUT PAY
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09 Section 1. Application
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12 A full-time employee is eligible to apply for and may be granted
13 an unpaid leave of absence, for justifiable reasons, after one (1) year
14 of employment with the College. The College, upon appropriate request
15 and thirty (30) days notice, may grant a leave of absence not to exceed
16 one hundred eighty (180) calendar days. Under no circumstance will a
17 leave be granted to allow an employee to pursue other employment. The
18 College shall not deny a leave of absence except for good and sufficient
19 reason. The thirty (30) day notice may be waived in an emergency
20 situation. At the expiration of the leave, the employee shall be
21 reinstated in a position of similar status within the location to the
22 position held by the employee at the time of granting the leave.
23

24 Section 2. Insurance Benefits for Employees on Unpaid Leave
25

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

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33 XV. JURY DUTY
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35 In the event that any employee shall be summoned as a juror or
36 subpoenaed as a witness in any judicial proceeding, the employee shall
37 suffer no loss of pay from the district for the necessary absence from
38 employment.
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41 XVI. WAIVER OF TUITION/MAINTENANCE FEES FOR ATTENDING COLLEGE COURSES
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43 Section 1
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45 All employees may attend courses at any campus of the College
46 which are offered without the payment of tuition or maintenance fees.
47 The immediate family of all full-time employees, which shall include
48 spouse and any dependent child (15 years of age and older) as defined by
49 the Internal Revenue Code of the United States, may also attend courses
50 offered by the College without payment of either tuition or maintenance
51 fees. All such persons, while attending any classes, shall be subject to
52 the same rules and regulations and entrance requirements as the regular
53 students of the College.
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01
02 Section 2
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07 Widows, widowers, and dependent children of deceased full-time
08 employees who served with the College at least ten years may attend
09 courses offered by the College without payment of either tuition or
10 maintenance fees subject to the same rules and regulations stated in
11 Section 1.

12 XVII. RETIREMENT BENEFITS

13 Employees covered by this Resolution shall participate in the retirement
14 programs which the College provides for noncertificated personnel.
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16 XVIII. HEALTH AND DENTAL CARE AND LIFE INSURANCE

17 Section 1. Employee Participation
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19 Employees covered by this Resolution may participate in the
20 health and dental care and life insurance plan in existence for all
21 employees of the College. The amount and the extent of said benefits
22 shall be governed by the appropriate contracts entered into between the
23 College and its insurance carriers. Participation in the health and
24 dental care and life insurance plans shall be voluntary on the part of
25 each individual employee.
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28 Section 2. Insurance Advisory Committee
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30 The College shall include two (2) representatives of JCDFTC,
31 Local 3506, when appropriate, to discuss any changes in insurance
32 coverage, carriers, etc.
33

34 XIX. VACATION
35

36 Section 1.a Accrual for 52-Week Employees
37

38 Vacation time is accrued for full-time employees in accordance
39 with the following schedule:
40

41

42 <u>LENGTH OF SERVICE</u>	43 <u>VACATION</u>	44 <u>RATE OF ACCRUAL</u> 45 <u>(PER BI-WEEKLY</u> 46 <u>PAY PERIOD)</u>
47 First through third year	48 10 days or 80 hrs/year	49 3.08 hours
50 Fourth through seventh year	51 13 days or 104 hrs/year	52 4.00 hours
53 Eighth through tenth year	54 16 days or 128 hrs/year	55 4.93 hours
56 Eleventh year and over	57 20 days or 160 hrs/year	58 6.16 hours

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

First through third year	14 days or 112 hrs/year	4.31 hours
Fourth year and over	20 days or 160 hrs/year	6.16 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 PER BI-WEEKLY PERIOD SCHEDULED TO WORK</u>
First through third year	8 days or 64 hrs/year	3.60 hours
Fourth through seventh year	10 days or 80 hrs/year	4.48 hours
Eighth through tenth year	12 days or 96 hrs/year	5.36 hours
Eleventh year and over	15 days or 120 hrs/year	6.72 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	6.72 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.

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Section 3. Probationary Employees

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

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Section 4. Scheduling of Vacation

21 Scheduling of vacations shall be done on a departmental basis.
22 Should any conflict occur in the scheduling of vacation, seniority shall
23 be the determining factor.

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XX. HOLIDAYS

Section 1. Number

The following days shall be considered holidays: New Year's Day,
Martin Luther King Day, Presidents' Day, 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.

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04 Section 6. Employee Pay for Holidays

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06 Each employee in a pay status who does not work on a holiday
07 shall be paid for eight (8) hours at his/her respective job
08 classification rate, excluding overtime and shift premium, if any,
09 subject to the following conditions and limitations:
10

- 11 a. The employee must work or be in some other approved
12 pay status on the last scheduled work day prior to
13 the holiday and the first scheduled work day after
14 the holiday.
15
16 b. He/she will not be paid if the holiday occurs when
17 he/she is scheduled to work and does not report for
18 work.
19
20 c. If a holiday is observed on an employee's scheduled
21 day off or vacation, the employee shall receive the
22 applicable holiday.
23
24 d. Employees who are required to work on any holiday
25 shall receive the pay for said holiday plus one and
26 one-half times the hours worked.
27
28 e. When a holiday falls during the regularly scheduled
29 week, the employee will work an eight (8) hour per
30 day schedule for all regularly scheduled workdays
in that week.

XXI. WAGES

A. Effective July 1, 1984, the salary schedule shall be as follows:

OFFICE AND TECHNICAL BARGAINING UNIT SALARY SCHEDULE

FULL-TIME 52-WEEK STAFF

Rang- (MIN)	(MAX)									
es	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	10,854	11,416	11,978	12,540	13,102	13,664	14,226	14,788	15,350	15,917
B	11,416	12,013	12,610	13,207	13,804	14,401	14,998	15,595	16,192	16,795
C	12,084	12,706	13,328	13,950	14,572	15,194	15,816	16,438	17,060	17,689
D	12,750	13,407	14,064	14,721	15,378	16,035	16,692	17,349	18,006	18,666
E	14,182	14,917	15,652	16,387	17,122	17,857	18,592	19,327	20,062	20,805
F	15,002	15,776	16,550	17,324	18,098	18,872	19,646	20,420	21,194	21,969
G	15,820	16,637	17,454	18,271	19,088	19,905	20,722	21,539	22,356	23,179
H	17,715	18,622	19,529	20,436	21,343	22,250	23,157	24,064	24,971	25,886
I	19,762	20,773	21,784	22,795	23,806	24,817	25,828	26,839	27,850	28,868

FULL-TIME 36 WEEK STAFF

A	7,514	7,903	8,292	8,681	9,070	9,459	9,848	10,237	10,626	11,020
	7,903	8,316	8,729	9,142	9,555	9,968	10,381	10,794	11,207	11,627
	8,366	8,797	9,228	9,659	10,090	10,521	10,952	11,383	11,814	12,246
D	8,826	9,281	9,736	10,191	10,646	11,101	11,556	12,011	12,466	12,923
E	9,819	10,328	10,837	11,346	11,855	12,364	12,873	13,382	13,891	14,403
F	10,386	10,921	11,456	11,991	12,526	13,061	13,596	14,131	14,666	15,209
G	10,953	11,519	12,085	12,651	13,217	13,783	14,349	14,915	15,481	16,047
H	12,264	12,892	13,520	14,148	14,776	15,404	16,032	16,660	17,288	17,921
I	13,682	14,382	15,082	15,782	16,482	17,182	17,882	18,582	19,282	19,986

B. Salary increases for 1983-84 shall be determined as follows:

- i. All full-time classified unit employees shall receive a salary adjustment of 3.7% plus \$275 to their 1983-84 salary, but only to the extent that the new salary does not exceed Step 10 of their respective ranges.
- ii. After salary adjustment, all full-time classified unit employees will, at minimum, be placed on their appropriate salary range steps and paid in accordance with the stated salary at that step.
- iii. Any full-time classified unit employee who after salary adjustment is above his/her appropriate salary range step shall be paid his/her full salary after adjustment so long as

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it does not exceed Step 10 of his/her respective salary range.

C. Placement on salary range steps shall occur as follows:

- i. Each year all full-time classified unit employees with at least eighteen (18) years of district seniority (as of July 1) will be placed on Step 10 of their respective salary ranges.
- ii. Each year all full-time classified unit employees with at least sixteen (16) years of district seniority (as of July 1) will, at minimum, be placed on Step 9 of their respective salary ranges.
- iii. Each year all full-time classified unit employees with at least fourteen (14) years of district seniority (as of July 1) will, at minimum, be placed on Step 8 of their respective salary ranges.
- iv. Each year all full-time classified unit employees with at least twelve (12) years of district seniority (as of July 1) will, at minimum, be placed on Step 7 of their respective salary ranges.
- v. Each year all full-time classified unit employees with at least ten (10) years of district seniority (as of July 1) will, at minimum, be placed on Step 6 of their respective salary ranges.
- vi. Each year all full-time classified unit employees with at least nine (9) years of district seniority (as of July 1) will, at minimum, be placed on Step 5 of their respective salary ranges.
- vii. Each year all full-time classified unit employees with at least seven (7) years of district seniority (as of July 2) will, at minimum, be placed on Step 4 of their respective salary ranges.
- viii. Each year all full-time classified unit employees with at least five (5) years of district seniority (as of July 1) will, at minimum, be placed on Step 3 of their respective salary ranges.
- ix. Each year all full-time classified unit employees with at least three (3) years of district seniority (as of July 1) will, at minimum, be placed on Step 2 of their respective salary ranges.
- x. Each year all full-time classified unit employees with less than three (3) years of district seniority (as of July 1) will only receive salary adjustment.

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04 D. Retroactive Pay
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In years when the salary schedule and salary increases are not approved prior to July 1, retroactive pay due employees shall be paid in one lump sum, by separate check, within fifteen (15) days of salary approval by the Board of Trustees.
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13 E. Shift Differential
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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.
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24 XXII. GRIEVANCES
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26 Section 1. Adjustment
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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.
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40 Section 2. Definitions
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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:
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- 48 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.
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- 54 b. Remedy sought.
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- 56 c. Date of submission.
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04 A "grievant" is defined as any employee or employees filing a grievance.
05 Multiple grievances filed simultaneously over a common occurrence or
06 event may be processed in a joint action.

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09 Section 3. Extension of Time

10 The time limits provided in the grievance procedure may be
11 extended only by mutual written consent of the parties.
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14 Section 4. Days Defined

15 Days as referred to throughout the grievance procedure shall be
16 working days but shall not include Saturdays, Sundays, or holidays
17 recognized by this Resolution.
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20 Section 5. Advancement/Termination of Grievances

21 Grievances not appealed within the prescribed time limits will be
22 considered settled on the basis of the last decision made by the College
23 and shall not be eligible for further appeal. The aforesaid shall not
24 apply if the time limits are extended by mutual written consent of the
25 parties.
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28 Section 6. Reprisals

29 No reprisals of any kind shall be taken by the Board or by any
30 member of the Administration against an employee because of his/her
31 participation in the grievance procedure.
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34 XXIII. GRIEVANCE PROCEDURE

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36 Section 1. Procedure

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38 If a grievance arises, it will be resolved through the procedure
39 described below. However, this procedure does not preclude prior
40 discussions between an employee and his/her supervisor to resolve the
41 difference.
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43 Step 1.

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45 a. A grievance, to be timely, must be submitted to an
46 employee's immediate supervisor within ten (10)
47 days of the occurrence giving rise to the
48 grievance, or within ten (10) days of the date on
49 which the employee should have reasonably known of
50 such occurrence.
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04 b. Within five (5) days of the initial presentation of
05 the grievance, there shall be a conference between
06 the employee and his/her immediate supervisor and a
union representative.
- 09 c. The employee's immediate supervisor will issue a
10 written response to the employee, with a copies to
11 the Personnel Department and the union, within
12 three (3) days following the conference.
13
- 14 d. If the employee is not satisfied with the response
15 issued and wishes to proceed with his/her
16 grievance, he/she must give written notice of such
17 intent to the appropriate College Dean or Director
18 within three (3) days of receipt of the response or
19 within six (6) days of the Step 1-b conference if
20 no response is given by the College.
21

22 Step 2.
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- 24 a. Within three (3) days following receipt of written
25 notice, the College Dean or Director, or his/her
26 designee, will conduct a conference with the
27 employee and his/her immediate supervisor and a
28 union representative.
29
- 30 b. Within three (3) days following the conference, the
31 College Dean or Director, or his/her designee, will
32 issue a written response to the employee with a
33 copies to the union and the Personnel Department.
34
- 35 c. If the employee is not satisfied with the response
36 received and wishes to proceed with his/her
37 grievance, he/she must give written notice of such
38 intent to the College President or Vice Chancellor
39 within three (3) days following receipt of the
40 response or within six (6) days of the Step 2-a
41 conference if no response is given by the College.
42

43 Step 3.
44

- 45 a. Within three (3) days following receipt of written
46 notice from the employee, the College President or
47 Vice Chancellor, or his/her designee, will conduct
48 a conference with the employee and a union
49 representative.
50
- 51 b. Within three (3) days following the conference, a
52 written response will be issued by the College to
53 the employee with a copies to the union and the
54 Personnel Department.
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04 c. If the employee is not satisfied with the
05 response, and wishes to proceed with his/her
06 grievance, he/she must give written notice of such
08 intent to the Director of Personnel Services within
09 three (3) days of receipt of the response or within
10 six (6) days of the Step 3-a conference if no
11 response is given by the College.

12 Step 4.

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14 a. Within three (3) days following receipt of written
15 notice from the employee, the Director of Personnel
16 Services and/or his/her designee will conduct a
17 conference with the employee and a union
18 representative.
19
20 b. Within three (3) days following the conference, a
21 written response will be issued by the College to
22 the employee, with a copy to the union.
23

24 Step 5.

25
26 If the employee is not satisfied with the decision received at Step 4-b,
27 he/she may exercise one of the following alternatives:
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- 29 a. The employee may submit an appeal in writing to the
30 Board of Trustees within three (3) days from
31 receipt of the response or within six (6) days of
32 the Step 4-a conference if no response is given by
34 the College. With this appeal shall be included a
35 copy of the original grievance, the decisions
36 previously received under this procedure, and such
37 other statements or information which the employee
38 deems relevant.

39 The Board will consider the grievance at its next
40 regularly scheduled executive session and take such
41 appropriate steps to review the grievance that it
42 deems advisable, which may in the Board's
43 discretion, include providing the employee with a
44 hearing at the earliest practicable executive
45 session of the Board. The Board will notify the
46 employee and the union of its decision, in writing,
47 at the conclusion of its action.

- 48
49 b. The employee may request the naming of an
50 independent advisory fact-finder only for those
51 grievances concerning dismissal. Such a request
52 must be made in writing to the Board at the time of
53 filing of the appeal set forth in sub-paragraph "a"
54 of Step 5, and within the time limits there
55 specified. The employee and the Chancellor, or
56 his/her designee, shall attempt to find an
57 impartial fact-finder who is mutually acceptable.
In the event that they cannot agree on a mutually

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04 acceptable fact-finder, they shall jointly contact
05 the Federal Mediation and Conciliation Service to
08 obtain a panel of seven (7) potential fact-finders
09 from which to select one to serve. The Chancellor,
10 or his/her designee, and the employee shall select
11 a fact-finder from such panel by alternately
12 striking names from such a list or panel, with the
13 last name remaining being the fact-finder chosen to
14 serve.

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

22 The fact-finder shall issue an advisory recommenda-
23 tion, in writing, no later than twenty (20) days
24 from the end of the hearing. Said advisory
25 recommendation shall include findings of fact and
26 separate conclusions and recommendations. The
27 fact-finder shall limit the advisory recommendation
28 strictly to the application and interpretation of
29 the provisions of the resolution and shall be
30 without power or authority to make recommendations:
31

- 34 1. contrary to, or inconsistent with, or modifying
35 or varying in any way terms of the resolution;
36 or
37 2. limiting or interfering in any way with the
38 powers, duties and responsibilities of the
39 College or its Board of Trustees under
40 applicable law.

41 At its next regularly scheduled meeting, the
42 Board, in executive session, will consider the
43 grievance and the advisory recommendations of
44 the fact-finder. The Board may accept (in
45 whole or in part), modify or reject the fact-
46 finder's recommendatory findings of fact and
47 conclusions. The Board, at the written request
48 of the employee, shall conduct a hearing at
49 this time and will notify the grievant, in
50 writing, with a copy to the union, of its
51 decision and the reasons for its decision at
52 the conclusion of such hearing. The fact-
53 finder's fees and other expenses shall be
54 payable in equal amounts by the College and the
55 employee.
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04 XXIV. MISCELLANEOUS
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07 Section 1. Parking
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09 The College agrees to provide a parking area for its employees at
10 no expense to employees.

11 Section 2. Publication of the Resolution
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13 The College shall publish and make available the Resolution
14 Concerning Office and Technical Bargaining Unit no later than thirty (30)
15 days following approval by the Board of Trustees. All new employees
16 shall be issued copies of the Resolution during their probationary
17 period.

18
19 Section 3. Nondiscrimination
20

21 Neither the College nor the Union will discriminate against any
22 employees with respect to the employee's race, color, creed, sex, age,
23 religion, disability, national origin or union membership.
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26 XXV. ENTIRE UNDERSTANDING
27

28 This Resolution incorporates and reduces to writing the entire
29 understanding on all matters which were or could have been the subject of
30 discussion. During the term of this Resolution neither party shall be
31 required to discuss any matter not covered by this Resolution whether or
32 not within the knowledge or contemplation of either, or both, of the
33 parties at the time they discussed and executed this Resolution.
34

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36 XXVI. EMPLOYEE REVIEW
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38 Each employee's performance will be reviewed prior to the
39 completion of the first three (3) months after the Board approved
40 effective date of employment, and thereafter at least once between May 1
41 and June 15 of each year. The evaluations will be documented on the
42 appropriate form and reviewed with the employee by the immediate
43 supervisor.
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46 XXVII. PENALTIES AND SEPARATIONS
47

48 Section 1. Dismissal
49

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

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

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

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12 Section 2. Suspension
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14 An employee may be suspended by his/her immediate supervisor or
15 department head, for cause related to the performance of duty or for
16 disciplinary reasons, for a period not to exceed three (3) days. The
17 suspension may be extended, if deemed justified by the College. A
18 written statement as to the reason(s) for suspension will be provided to
19 the employee. The employee shall have the right to appeal the suspension
20 through the grievance procedure.
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23 XXVIII. PERSONNEL FILES
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25 There shall be only one official personnel file on an employee at
26 the location where he/she works and only one official personnel file on
27 the employee at the Administrative Center. The employee shall have the
28 right to inspect either of these files. The employee shall have the
29 right to have a copy of any document in his/her file. Job-related
30 documents which the employee requests to be placed in the files shall be
31 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.

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38 XXIX. SALARY PAYMENTS
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40 Salary payments shall be made on a bi-weekly basis, every other
41 Friday. The employee will receive twenty-six (26) payments on an annual
42 basis. If a scheduled payment should fall on a holiday, the payment will
43 be made the last working day prior to the holiday.
44

45 Beginning January 1985, insurance and benefits premiums will be
46 deducted twice each month.
47

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49 XXX. WORK SCHEDULES
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51 Section 1. Normal Work Week Defined
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53 The normal work week shall be forty (40) hours per week, five (5)
54 days per week, eight (8) hours per day.
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Section 2. 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 hours earned.

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Section 3. Alternate Work Schedules Defined

All work schedules which do not fall under the definition of a normal work week shall be considered alternate work schedules. Overtime pay for all non-exempt employees regularly assigned to an alternate work schedule will be paid at the rate of time and one-half for all hours in excess of forty (40) hours per week or ten (10) hours per day, including holiday and vacation hours earned.

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Section 4. Dinner Allowance

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

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Section 5. Alternate Work Schedules and/or Overtime Assignments

In assigning alternate work schedules and/or overtime, the College will do so only when there is a need. The assignment will be made on a fair and reasonable basis.

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Section 6. Additional Work for 36-Week Employees

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

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Section 7. 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.

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Section 8. Time Keeping/Attendance Keeping Documents

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

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Section 9. 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.

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Section 10 Lunch Periods

Unit employees are entitled to a minimum of thirty (30) minutes for lunch.

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04 Section 11. Rest Periods
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08 Employees shall be entitled to two (2) fifteen minute breaks per
09 day. These rest periods shall be scheduled to ensure the employee one
10 break during the first half of the work period and one break during the
11 second half of the work period.

12 XXXI. DURATION OF RESOLUTION
13

14 The effective date of this Resolution shall be when passed by the
15 Board of Trustees but the classified salary rates specified herein shall
16 be effective July 1, 1984. Although the Board of Trustees of the College
17 cannot bind future Boards of Trustees or by law enter into collective
18 bargaining agreements with its employees, it is intended that this
19 Resolution shall remain in effect until 11:59 p.m. on the thirtieth day
20 of June, 1986, provided, however, that upon at least sixty (60) days
21 prior to June 30 of each year, written notice be received, by the
22 Director of Personnel Services, of a desire to reopen discussion only for
23 the period commencing July 1 of each year. Discussion shall be limited
24 to wages and group insurance programs provided to employees of the
25 College. In addition, each party shall have the option of reopening
26 discussion on one existing article. This Resolution shall, during such
27 periods, continue to govern unless amended by the Board of Trustees.
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