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03 RESOLUTION CONCERNING CLASSIFIED OFFICE AND TECHNICAL BARGAINING UNIT  
04 APPROVED BY THE BOARD OF TRUSTEES, JULY 14, 1986  
05  
06

0  
0\_ The following Resolution representing the results of the  
09 meetings, conferences, and discussions between Local 3506 Junior College  
10 District Federation of Teachers and Classified JCDFTC AFT/AFL-CIO and  
11 representatives of St. Louis Community College was presented to the Board  
12 of Trustees of St. Louis Community College in the form of a Resolution on  
13 the fourteenth of July, 1986 and adopted in the following form by the  
14 Board of Trustees on July 14, 1986.

15 WHEREAS, certain employees of St. Louis Community College did, on  
16 the twenty-second day of July, 1977, select in an election by secret  
17 ballot, Local 3506 Junior College District Federation of Teachers and  
18 Classified JCDFTC AFT/AFL-CIO (hereinafter "Union") as their exclusive  
19 Bargaining Representative pursuant to RS Mo. S105, et. seq.; and  
20

21 WHEREAS, the designated unit includes all full-time classified  
22 (36 and 52 week) office and technical support staff employees of  
23 St. Louis Community College, excluding faculty, administrators,  
24 confidential employees, professional employees, supervisors, security  
25 officers, college police officers, and all employees covered by the  
26 existing Resolution concerning the physical plant bargaining unit now  
27 represented by Stationary Local No. 2, International Union of Operating  
28 Engineers, AFL/CIO, said "appropriate unit" having been certified by the  
29 Missouri State Board of Mediation in Public Case No. 77-018; and  
30

31 WHEREAS, the representatives of the Board of Trustees of  
32 St. Louis Community College have met, conferred and discussed with the  
33 Bargaining Representative of the affected employees, proposals relative  
34 to salary and other conditions of employment of said employees; and  
35

36 WHEREAS, the results of said discussion have been reduced to  
37 writing and presented to the Board of Trustees by the Chancellor.  
38

39 NOW, THEREFORE, BE IT RESOLVED, that the following be and hereby  
40 is approved and adopted by the Board of Trustees of St. Louis Community  
41 College (also known as the Junior College District of St. Louis/St. Louis  
42 County, Missouri, and hereinafter called the "College"), with respect to  
43 employees of the Classified Bargaining Unit defined in the premises  
44 relative to salaries and other conditions of employment, said Resolution  
45 to remain in effect as hereinafter provided, unless otherwise amended,  
46 modified, in whole or in part, by the Board of Trustees.  
47

48  
49 I. RECOGNITION, UNIT, AND SCOPE  
50

51 Section 1. Recognition  
52

53 The College recognizes Local 3506 Junior College District  
54 Federation of Teachers and Classified JCDFTC AFT/AFL-CIO as a sole and  
55 exclusive bargaining agent, to the extent authorized by applicable  
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04 Missouri law, for the purpose of meeting and conferring as to salaries,  
05 wages, hours, and other conditions of employment for all employees in the  
06 unit described below.  
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08 Section 2. Unit Description

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

20 Section 3. Scope

21  
22 To the extent that this Resolution is inconsistent with Board  
23 Policy or Administrative Procedures of the College, this Resolution shall  
24 control. All Board Policies and Administrative Procedures with respect  
25 to classified staff not affected by this Resolution shall remain in full  
26 force and effect.  
27

28  
29 II. DUES CHECKOFF

30  
31 The College will deduct one-half of the dues twice each month  
32 dues from the pay of those employees who individually request in writing  
3 that such deductions be made, unless such deductions are prohibited by  
34 applicable State law. The amounts to be deducted shall be certified to  
35 the College by the Treasurer of the Union, and the aggregate deductions  
36 of all employees shall be remitted, together with an itemized statement,  
37 to the Treasurer of the Union by the first of the succeeding month, after  
38 such deductions are made. The Union will advise the Director of  
39 Personnel Services of the appropriate address to which to mail dues  
40 deductions. The Union agrees to hold the College harmless from all  
41 damages or liability resulting from any action commenced by any employee  
42 and any decision against the College relating to such deductions.  
43

44  
45 III. UNION ACCESS TO PREMISES

46  
47 Duly authorized officers and representatives of the Union shall  
48 be permitted to enter the College premises for union business or for the  
49 purpose of adjusting grievances arising pursuant to this Resolution. No  
50 such officers and/or representatives shall, in any manner, interfere with  
51 the conduct of business of the College or the work of any employee.  
52

53  
54 IV. BULLETIN BOARDS

55  
56 The Union may post Union-related notices and bulletins on up to  
57 four (4) bulletin boards per campus or central office location, provided  
58 that such notices and bulletins may concern only Union meetings, social  
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04 events, elections, and election results or appointments, and further  
05 provided that such notices must be signed by a local officer of the  
06 Union. The locations of existing bulletin boards which are to be  
0 utilized shall be mutually established by the College and the Union. The  
07 Union will furnish the Personnel Department of the College in advance  
08 with a copy of any notices to be posted.  
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11

12 V. SAVINGS CLAUSE  
13

14 This Resolution is subject in all respects to the laws of the  
15 State of Missouri and the United States with respect to the powers,  
16 rights, duties and obligations of the College, Union, and the employees  
17 in the Unit. In the event that any provision of this Resolution is held  
18 to be contrary to the law by a court of competent jurisdiction from whose  
19 final judgment or decree no appeal has been taken within the time  
20 provided for doing so, such provisions shall be void and inoperative, but  
21 all other provisions of this Resolution shall continue in effect. In  
22 such event the bargaining representative and designee of the College  
23 Administration shall meet, confer and discuss action to be taken relative  
24 to the invalidated article, section or portion.  
25  
26

27 VI. MANAGEMENT RIGHTS  
28

29 The conduct of the affairs of the College and the management of  
30 its personnel and operations, including the right to hire, suspend or  
31 discharge for cause, or to transfer, to promote or demote, and the right  
32 to relieve employees from duty because of lack of work or for other  
33 legitimate reasons, is vested exclusively in the College and its Board of  
34 Trustees, except to the extent provided in this Resolution.  
35  
36

37 VII. REPRESENTATION AND BUILDING REPRESENTATIVES  
38

39 Section 1. Number of Representatives  
40

41 In dealing with the College, the Union may be represented by  
42 three (3) building representatives per location who shall be selected in  
43 any manner determined by the Union. The four (4) "locations" are the  
44 three (3) campuses, plus the Administrative Center.  
45

46 Section 2. Authority  
47

48 The authority of the Building Representative, so designated by  
49 the Union, shall be the following duties and activities:  
50

- 51 a. The investigation and presentation of grievances in  
52 accordance with the grievance procedure hereinafter  
53 contained.  
54  
55 b. The collection of dues when authorized by the  
56 Union.  
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04 c. Transmission of messages and information  
05 originating with and authorized by the Union or its  
06 officers.  
0

08  
09 Section 3. Handling Grievances  
10

11 Upon appropriate advance notice by the building representative  
12 to, and approval by, the representative's supervisor, time shall be  
13 granted to the building representative by the College to present and  
14 handle grievances in accordance with the grievance procedure.  
15

16  
17 VIII. VACANCIES  
18

19 Section 1  
20

21 Whenever the College decides to fill a full-time position,  
22 including the establishment of newly created positions, a notice of such  
23 opening shall be posted for a minimum of ten (10) working days. Such  
24 notices of openings shall be prominently posted at all locations.  
25

26 In selecting a person to fill a vacancy, the College shall:  
27

- 28 a. Fill the vacancy by promoting and/or employing the  
29 applicant who, in the College's judgment, is the  
30 best qualified.  
31  
32 b. Make every attempt to promote qualified permanent  
33 classified employees.  
34  
35 c. Give full consideration to length of service with  
36 the District. District service alone, however,  
37 will not establish any preferential rights to job  
38 vacancies.  
39  
40 d. In cases of qualifications being equal, the College  
41 will award the position to the senior employee  
42 applicant.  
43

44 Section 2  
45

46 An employee within the unit who successfully applies and is  
47 awarded a position in a higher classification shall be moved to that  
48 higher classification and shall receive a salary either at the entry  
49 level for said salary classification or 10% in excess of his/her current  
50 salary, whichever is greater, but under no circumstance will the  
51 employee's salary exceed the maximum for the new range.  
52

53 Section 3  
54

55 All new classified personnel will normally be employed by the  
56 College at the minimum salary for the assigned range. If supported by  
57 evidence of experience and/or competency beyond minimum qualifying  
58 levels, initial salary placement may be above the minimum, but in no case  
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04 may it exceed the minimum salary of the assigned range by more than the  
05 current salary adjustment of this Resolution without written approval by  
06 the Chancellor.  
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09 IX. POSITION CHANGES  
10

11 Section 1 a.  
12

13 When in the judgment of the administration a significant change  
14 in the responsibility of an individual or classification has occurred,  
15 the College may reclassify the individual or position to a higher,  
16 lateral or lower range/classification.  
17

18 Section 1 b.  
19

20 When the affected employee is moved to a higher range/classifi-  
21 cation (by reassignment or reclassification) , he/she will receive an  
22 increase in salary which places him/her at his/her appropriate salary  
23 step in the new range, but under no circumstances will the employee's new  
24 salary exceed the maximum of the range to which he/she is assigned.  
25

26 Section 1 c.  
27

28 When the affected employee is moved laterally, he/she shall  
29 suffer no loss in salary.  
30

31 Section 1 d.  
32

33 When the affected employee is moved to a lower range/classifi-  
34 cation, he/she shall suffer no loss in salary.  
35

36 Section 2  
37

38 Reclassification is the act of changing a position and/or range  
39 of an employee or position to correct improper placement; the act of  
40 changing a position and/or range of an employee who is performing the  
41 work of a higher, lateral or lower classification.  
42

43 Section 3  
44

45 Any employee who believes his/her position and/or range is  
46 misclassified through consistent overt acts of supervisors shall have  
47 recourse to the grievance procedure. All grievances concerning  
48 classification shall be initiated at the Step 3 level of the grievance  
49 procedure.  
50

51 Definition:

- 52  
53 A. Misclassification - the improper placement of jobs  
54 in the salary schedule; an employee performing the  
55 work of a higher, lateral or lower classification.  
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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.



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02  
03 Section 3. Externally Funded Positions  
04

- 05 a. Employees who beginning July 1, 1980 are hired into  
06 or who elect to transfer into projects which are  
07 externally funded will not be considered for  
08 seniority status and/or continuation of employment  
09 when said funds are no longer approved or accepted  
10 by the College. They shall be placed on a list  
11 which will be maintained by the College for  
12 consideration for suitable vacancies for one (1)  
13 year after said funds are not approved or accepted.  
14 The College reserves the right to hire the best  
15 qualified applicant for each vacancy.  
16
- 17 b. Employees who before July 1, 1980 were hired into  
18 or who elected to transfer into projects which are  
19 externally funded shall retain their seniority and  
20 be considered for continuation of employment when  
21 said funds are no longer approved or accepted by  
22 the College, subject to any existing "waiver of  
23 rights" having been signed by the employee.  
24

25  
26 XII. LAYOFF AND RECALL

27  
28 Section 1. Order of Layoff  
29

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

- 32 a. All temporary, part-time and probationary employees  
33 shall be laid off within job classification and  
34 location before full-time employees.  
35
- 36 b. Permanent full-time employees shall be laid off in  
37 the inverse order of their seniority within College  
38 job classification by location. Employees retained  
39 must be capable of performing the available work.  
40

41  
42 Section 2. Displacement  
43

44 All full-time permanent employees scheduled for layoff may  
45 displace at his/her location a less senior employee in an equal or lower  
46 job classification for which the senior employee qualifies according to  
47 the approved job description.  
48

49 Section 3. Recall  
50

51 Employees shall be recalled from layoff by seniority within job  
52 classification and location. No new employees shall be hired to do the  
53 work that would have normally been done by an employee who is on layoff.  
54

55 Recall rights for employees on layoff shall be maintained for one  
56 (1) year.  
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04 XIII. PAID LEAVES OF ABSENCE  
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06 Section 1. Sick Leave  
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- 08 a. Sick leave shall accrue at the rate of one and two-  
09 tenths (1.2) days or 9.6 hours for each month of  
10 employment. Additional sick leave may be accrued  
11 for 36-week employees who work additional time.  
12 Sick leave may be accumulated to no more than 120  
13 days or 960 hours for 52-week employees and 83 days  
14 or 664 hours for 36-week employees. No payment for  
15 unused time accrued may be made under any  
16 circumstances.  
17
- 18 b. Sick leave may be taken by any full-time employee  
19 due to his/her own illness or injury. Up to three  
20 (3) days or 24 hours may be taken at any one time  
21 when the employee is compelled to be absent due to  
22 illness or injury of a member of his/her immediate  
23 family. Members of the immediate family are hereby  
24 defined as: mother, father, foster parents,  
25 husband, wife, son, daughter, brother and sister,  
26 current mother-in-law, current father-in-law,  
27 grandparents, and any relative living in the  
28 immediate household.  
29
- 30 c. A medical certificate may be required by the  
31 employee's immediate supervisor or an officer of  
32 the College to validate the employee's absence  
33 charged to sick leave.  
34

35 Section 2. Personal Leave  
36

37 Up to three (3) days or 24 hours per year for 52-week employees  
38 and two (2) days or 16 hours per year for 36-week employees may be used  
39 as personal leave, charged against sick leave accumulation.  
40

41 Section 3. Bereavement Leave  
42

43 A full-time employee of the College shall be entitled to four (4)  
44 days or 32 hours of absence without loss of pay at the time of the death  
45 of any member of his/her immediate family, as defined under sick leave,  
46 provided that the employee attends the funeral or is necessarily absent  
47 due to the death of the immediate family member. Additional bereavement  
48 leave shall not exceed three (3) days or 24 hours and shall be deducted  
49 from the employee's accumulated sick leave.  
50

51 Section 4. Regulations Pertaining to Paid Leaves  
52

53 In order to receive compensation while absent for purposes  
54 authorized without salary deduction, the employee must notify his  
55 immediate superior of his absence within the first two (2) hours if  
56 possible. Paid leaves of absence shall be allowed only when the  
57 employee's supervisor certifies that such absence was due to illness,  
58 injury, acute bereavement, quarantine, or other purpose specifically  
59  
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04 authorized. Deductions will be made for all time absent from work unless  
05 such absence without loss of salary is specifically provided for in this  
06 Resolution.  
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09 XIV. LEAVES OF ABSENCE WITHOUT PAY

10  
11 Section 1. Application

12  
13 A full-time employee is eligible to apply for and may be granted  
14 an unpaid leave of absence, for justifiable reasons, after one (1) year  
15 of employment with the College. The College, upon appropriate request  
16 and thirty (30) days notice, may grant a leave of absence not to exceed  
17 one hundred eighty (180) calendar days. Under no circumstance will a  
18 leave be granted to allow an employee to pursue other employment. The  
19 College shall not deny a leave of absence except for good and sufficient  
20 reason. The thirty (30) day notice may be waived in an emergency  
21 situation. At the expiration of the leave, the employee shall be  
22 reinstated in a position of similar status within the location to the  
23 position held by the employee at the time of granting the leave.  
24

25 Section 2. Insurance Benefits for Employees on Unpaid Leave

26  
27 If permitted by the respective insurance carriers, covered  
28 employees shall be permitted to maintain insurance coverages while on  
29 approved unpaid leave of absence but such coverage shall be at the  
30 expense and option of the employee, and without obligation of the  
31 College.  
32

3  
34 XV. JURY DUTY

35  
36 In the event that any employee shall be summoned as a juror or  
37 subpoenaed as a witness in any judicial proceeding, the employee shall  
38 suffer no loss of pay from the district for the necessary absence from  
39 employment.  
40

41  
42 XVI. WAIVER OF TUITION/MAINTENANCE FEES FOR ATTENDING COLLEGE COURSES

43  
44 Section 1

45  
46 All employees may attend courses at any campus of the College  
47 which are offered without the payment of tuition or maintenance fees.  
48 The immediate family of all full-time employees, which shall include  
49 spouse and any dependent child (15 years of age and older) as defined by  
50 the Internal Revenue Code of the United States, may also attend courses  
51 offered by the College without payment of either tuition or maintenance  
52 fees. All such persons, while attending any classes, shall be subject to  
53 the same rules and regulations and entrance requirements as the regular  
54 students of the College.  
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04 Section 2  
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06 Widows, widowers, and dependent children of deceased full-time  
0 employees who served with the College at least ten years may attend  
0 courses offered by the College without payment of either tuition or  
09 maintenance fees subject to the same rules and regulations stated in  
10 Section 1.  
11

12  
13 XVII. RETIREMENT BENEFITS  
14

15 Section 1. Retirement Benefits  
16

17 Employees covered by this Resolution shall participate in the  
18 retirement programs which the College provides for non-certificated  
19 personnel.  
20

21 Section 2. Early Retirement Incentive Program  
22

23 1. Eligibility  
24

25 Effective July 1, 1985, those Classified employees  
26 who have been full-time with at least 10 (ten)  
27 consecutive years of service with the College  
28 District and who have attained 55 years of age may  
29 elect to retire from full-time employment as early  
30 retirees.  
31

32 Note: Approved leaves of absence without pay will  
3 not count as service time as it pertains to early  
3 retirement. Leaves of absence with pay will count  
35 as service time.  
36

37 The 10 (ten) consecutive years of service  
38 requirement will not be considered to have been  
39 broken when an employee is laid-off and recalled  
40 during the period established for recall rights.  
41 The time on lay-off, however, will not count as  
42 service time.  
43

44 2. Application for Leave  
45

46 a. Application for early retirement must be  
47 made no earlier than one year prior to  
48 retirement and no later than three months  
49 prior to the retirement date. The  
50 requirement of three months notice may be  
51 waived by the Chancellor, for extenuating  
52 circumstances.  
53

54 b. The relevant age at early retirement shall  
55 be the age which the early retiree reached  
56 at his/her last birthday.  
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04 3. Incentive Details  
05

- 06 a. An early retiree shall receive a one-time  
07 payment according to the following scale:

<u>Age at Retirement</u>	<u>Percentage of the Classified Staff Member's Salary to be Multiplied by the Number of Consecutive Years of Full-Time Employment</u>
14 64	1.3%
15 63	2.0%
16 62	4.0%
17 61	4.2%
18 60	4.6%
19 59	5.0%
20 58	5.2%
21 57	5.4%
22 56	5.6%
23 55	6.0%

- 24  
25 b. The early retiree may defer the one-time  
26 payment over three years. Deferred  
27 payments that are undistributed at the time  
28 of death of the retiree shall be paid to  
29 the designated beneficiary.  
30  
31 c. The early retirement incentive will be  
32 based on the annual base salary in the year  
33 the retirement is approved.  
34  
35 d. The early retiree will have the option of  
36 remaining a participant in College group  
37 medical programs until age 70. The College  
38 will continue the same contribution towards  
39 premiums as other full-time classified  
40 staff for early retirees until age 65, or 5  
41 years, whichever is reached first. After  
42 five years, the classified staff member may  
43 continue College group medical and life  
44 insurance by paying the total premium until  
45 age 70. This is subject to approval by the  
46 insurance carriers.  
47

48 4. Other Items  
49

- 50 a. The maximum incentive shall not exceed 100  
51 percent of the Classified staff member's  
52 last annual base salary while an employee  
53 of the District.  
54  
55 b. No employee may be required or coerced by  
56 the District to elect early retirement.  
57  
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04 c. The College shall provide group counseling,  
05 as determined by the College, for  
06 prospective early retirees who desire to  
0 participate.  
0  
09 d. The potential early retiree may request of  
10 the the Personnel Services Department a  
11 statement on the estimated amount of early  
12 retirement benefits. Such statement will  
13 be provided as soon as possible after all  
14 necessary information is verified.  
15  
16 e. The early retiree will have available the  
17 privileges as outlined in paragraph 6.  
18  
19 f. Part-time employment with the District  
20 after early retirement will not affect the  
21 employee's early retirement incentive  
22 benefits.  
23  
24 g. The Board of Trustees may give prior notice  
25 of its intent to limit the number of  
26 participants in any one year, or to  
27 eliminate the Incentive Plan when in the  
28 best interests of the District.  
29

30 5. The College's Non-Certificated Employees Retirement Plan  
31

32 Full-time permanent non-certificated employees are  
3 required to participate in the retirement plan for  
3 non-certificated employees.  
35

36 6. Retirement Privileges  
37

38 Emeritus staff are those staff who have retired  
39 after ten years' service to the College and are  
40 eligible to receive a retirement allowance from the  
41 Non-Certificated Retirement Plan or the Public  
42 School Retirement Plan of Missouri. The following  
43 privileges are available to emeritus staff:  
44

- 45 1. Staff parking privileges at all locations  
46 upon securing a valid parking sticker as is  
47 required of staff members.  
48  
49 2. Library privileges at College libraries.  
50  
51 3. Emeritus staff may continue the College  
52 group medical insurance upon retirement  
53 until age seventy (70). The emeritus staff  
54 member selecting such insurance would pay  
55 the full costs involved. The College  
56 dental insurance contract does not permit  
57 extension of dental coverage.  
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04 4. Emeritus staff members, dependents, and  
05 spouses will have available maintenance fee  
06 waiver for courses at the St. Louis  
07 Community College.  
08

09  
10 XVIII. HEALTH AND DENTAL CARE AND LIFE INSURANCE  
11

12 Section 1. Employee Participation  
13

14 Employees covered by this Resolution may participate in the  
15 health and dental care and life insurance plan in existence for all  
16 employees of the College. The amount and the extent of said benefits  
17 shall be governed by the appropriate contracts entered into between the  
18 College and its insurance carriers. Participation in the health and  
19 dental care and life insurance plans shall be voluntary on the part of  
20 each individual employee.  
21

22 Section 2. Insurance Advisory Committee  
23

24 The College shall include two (2) representatives of JCDFTC,  
25 Local 3506, when appropriate, to discuss any changes in insurance  
26 coverage, carriers, etc.  
27

28  
29 XIX VACATION  
30

31 Section 1.a Accrual for 52-Week Employees  
32

33 Vacation time is accrued for full-time employees in accordance  
34 with the following schedule:  
35

36	37	38	39
<u>LENGTH OF SERVICE</u>	<u>VACATION</u>	<u>RATE OF ACCRUAL (PER BI-WEEKLY PAY PERIOD)</u>	
40 First through third year	10 days or 80 hrs/year	3.08 hours	
41 Fourth through seventh year	13 days or 104 hrs/year	4.00 hours	
42 Eighth through tenth year	16 days or 128 hrs/year	4.93 hours	
43 Eleventh year and over	20 days or 160 hrs/year	6.16 hours	

44  
45  
46 Exempt employees hired after June 30, 1980 shall accrue vacation  
47 according to the following schedule:  
48

49 First through third year	14 days or 112 hrs/year	4.31 hours
50 Fourth year and over	20 days or 160 hrs/year	6.16 hours

51  
52  
53 Exempt employees hired prior to July 1, 1980 shall accrue 20 days of  
54 vacation per year.  
55  
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04 Section 1.b Accrual for 36-Week Employees  
05

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

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>	<u>RATE OF ACCRUAL PER BI-WEEKLY PERIOD SCHEDULED TO WORK</u>
11 First through third year	8 days or 64 hrs/year	3.60 hours
12 Fourth through seventh year	10 days or 80 hrs/year	4.48 hours
13 Eighth through tenth year	12 days or 96 hrs/year	5.36 hours
14 Eleventh year and over	15 days or 120 hrs/year	6.72 hours

15 Exempt employees shall accrue vacation according to the following  
16 schedule:

<u>VACATION</u>	<u>RATE OF ACCRUAL PER BI-WEEKLY PERIOD SCHEDULED TO WORK</u>
19 15 days or 120 hours per year	6.72 hours/period

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

22  
23  
24  
25  
26  
27 Section 2.a Use  
28

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

37  
38 Section 2.b  
39

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

44  
45 Section 3. Probationary Employees  
46

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

50  
51 Section 4. Scheduling of Vacation  
52

53 Scheduling of vacations shall be done on a departmental basis.  
54 Should any conflict occur in the scheduling of vacation, seniority shall  
55 be the determining factor.



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04 XX. HOLIDAYS

05  
06 Section 1. Number  
07

08 The following days shall be considered holidays: New Year's Day,  
09 Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day,  
10 Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving,  
11 the day before Christmas, and Christmas.  
12

13 Section 2. Christmas/New Year's Holidays  
14

15 In addition to the holidays stated in Section 1, the week days  
16 which fall between Christmas and New Year's will be holidays for 52-week  
17 employees who are members of the Classified Office and Technical  
18 Bargaining Unit.  
19

20 Section 3. Essential Services  
21

22 If the College cannot obtain sufficient staff to voluntarily  
23 perform essential services, employees may be required to work in reverse  
24 order of seniority with the least senior employee first being required to  
25 perform such work.  
26

27 Section 4. 36-Week Employees  
28

29 Thirty-six (36) week employees shall receive holiday pay for  
30 those holidays which fall within their regular work schedule. 36-week  
31 employees who work additional time will receive holiday pay for holidays  
32 which fall within the additional time worked.  
33

34 Section 5. Holidays and Weekends  
35

36 Whenever any holiday falls on a Sunday and State authorities  
37 transfer its observance to the following Monday, then the holiday will be  
38 observed on Monday. Whenever any holiday falls on a Saturday, the  
39 holiday shall either be observed on the preceding Friday, or on Monday,  
40 as determined by the College.  
41

42 Section 6. Employee Pay for Holidays  
43

44 Each employee in a pay status who does not work on a holiday  
45 shall be paid for eight (8) hours at his/her respective job  
46 classification rate, excluding overtime and shift premium, if any,  
47 subject to the following conditions and limitations:  
48

- 49 a. The employee must work or be in some other approved  
50 pay status on the last scheduled work day prior to  
51 the holiday and the first scheduled work day after  
52 the holiday.  
53  
54 b. He/she will not be paid if the holiday occurs when  
55 he/she is scheduled to work and does not report for  
56 work.  
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- 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.

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04 XI. WAGES  
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06

07 A. Effective July 1, 1986, the salary schedule shall be as follows:  
08  
09

10 OFFICE AND TECHNICAL BARGAINING UNIT SALARY SCHEDULE  
11

12 FULL-TIME 52-WEEK STAFF  
13

14  
15

16 Rang-	(MIN)									(MAX)
17 es	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
18 A	11,885	12,501	13,115	13,731	14,346	14,961	15,577	16,192	16,808	17,428
19 B	12,501	13,154	13,808	14,462	15,115	15,769	16,422	17,076	17,730	18,390
20 C	13,232	13,913	14,594	15,274	15,956	16,637	17,318	17,999	18,680	19,369
21 D	13,961	14,680	15,400	16,119	16,838	17,558	18,277	18,996	19,716	20,438
22 E	15,529	16,333	17,139	17,943	18,748	19,552	20,357	21,162	21,966	22,780
23 F	16,427	17,274	18,121	18,969	19,817	20,663	21,511	22,359	23,206	24,055
24 G	17,322	18,217	19,111	20,006	20,900	21,795	22,689	23,583	24,478	25,380
25 H	19,397	20,390	21,383	22,376	23,369	24,362	25,355	26,349	27,342	28,343
26 I	21,639	22,745	23,852	24,959	26,066	27,173	28,280	29,386	30,494	31,608

27  
28  
29  
30 FULL-TIME 36 WEEK STAFF  
31

32

33 A	8,228	8,654	9,080	9,505	9,932	10,357	10,784	11,209	11,635	12,067
34 B	8,654	9,106	9,558	10,010	10,462	10,914	11,368	11,820	12,272	12,731
35 C	9,161	9,633	10,105	10,577	11,048	11,520	11,992	12,465	12,936	13,409
36 D	9,665	10,162	10,661	11,160	11,657	12,156	12,654	13,152	13,650	14,151
37 E	10,752	11,309	11,866	12,423	12,981	13,538	14,095	14,653	15,211	15,771
38 F	11,373	11,959	12,544	13,130	13,716	14,301	14,887	15,473	16,058	16,654
39 G	11,994	12,613	13,233	13,853	14,472	15,092	15,711	16,331	16,951	17,570
40 H	13,429	14,117	14,804	15,492	16,179	16,867	17,555	18,242	18,930	19,623
41 I	14,981	15,748	16,514	17,281	18,047	18,813	19,580	20,346	21,112	21,884

42  
43  
44 B. Salary increases for 1986-87 shall be determined as follows:  
45

- 46 i. All full-time classified unit employees shall receive a salary  
47 adjustment of 3.0% to their 1985-86 salary.  
48  
49 ii. After salary adjustment, all full-time classified unit  
50 employees will, at minimum, be placed on their appropriate  
51 salary range steps and paid in accordance with the stated  
52 salary at that step.  
53

54 C. Placement on salary range steps shall occur as follows:  
55

- 56 i. Each year all full-time classified unit employees with at  
57 least eighteen (18) years of district seniority (as of July  
58 1) will be placed on Step 10 of their respective salary  
59 ranges.  
60

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04           ii.    Each year all full-time classified unit employees with at  
05           least sixteen (16) years of district seniority (as of July 1)  
06           will, at minimum, be placed on Step 9 of their respective  
0           salary ranges.
- 00  
09           iii.   Each year all full-time classified unit employees with at  
10           least fourteen (14) years of district seniority (as of July  
11           1) will, at minimum, be placed on Step 8 of their respective  
12           salary ranges.
- 13  
14           iv.    Each year all full-time classified unit employees with at  
15           least twelve (12) years of district seniority (as of July 1)  
16           will, at minimum, be placed on Step 7 of their respective  
17           salary ranges.
- 18  
19           v.     Each year all full-time classified unit employees with at  
20           least ten (10) years of district seniority (as of July 1)  
21           will, at minimum, be placed on Step 6 of their respective  
22           salary ranges.
- 23  
24           vi.    Each year all full-time classified unit employees with at  
25           least nine (9) years of district seniority (as of July 1)  
26           will, at minimum, be placed on Step 5 of their respective  
27           salary ranges.
- 28  
29           vii.   Each year all full-time classified unit employees with at  
30           least seven (7) years of district seniority (as of July 2)  
31           will, at minimum, be placed on Step 4 of their respective  
32           salary ranges.
- 33  
34           viii.   Each year all full-time classified unit employees with at  
35           least five (5) years of district seniority (as of July 1)  
36           will, at minimum, be placed on Step 3 of their respective  
37           salary ranges.
- 38  
39           ix.    Each year all full-time classified unit employees with at  
40           least three (3) years of district seniority (as of July 1)  
41           will, at minimum, be placed on Step 2 of their respective  
42           salary ranges.
- 43  
44           x.     Each year all full-time classified unit employees with at  
45           least two (2) years of district seniority (as of July 1)  
46           will, at minimum, receive an additional one-third (1/3) for a  
47           total of two-thirds (2/3) of the total dollar difference  
48           between Step 1 and Step 2 of their respective salary ranges.
- 49  
50           xi.    Each year all full-time classified unit employees with at  
51           least one (1) year of district seniority (as of July 1) will,  
52           at minimum, receive one-third (1/3) of the total dollar  
53           difference between Step 1 and Step 2 of their respective  
54           salary ranges.
- 55  
56           xii.   Each year all full-time classified unit employees with less  
57           than one (1) year of district seniority (as of July 1) will  
58           only receive salary adjustment.
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04 D. Retroactive Pay  
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06 In years when the salary schedule and salary increases are  
07 not approved prior to July 1, retroactive pay due employees  
08 shall be paid in one lump sum, by separate check, within  
09 fifteen (15) days of salary approval by the Board of  
10 Trustees.  
11

12 E. Shift Differential  
13

14 A premium of 4% (to the nearest cent) will be paid to any  
15 full-time classified employee regularly assigned to a work  
16 period starting no earlier than 11:00 a.m. And no later than  
17 7:00 p.m. A premium of 6% (to the nearest cent) will be paid  
18 to any full-time classified employee regularly assigned to a  
19 work period starting no earlier than 7:00 p.m. And no later  
20 than 12:00 midnight.  
21

22  
23 XXII. GRIEVANCES  
24

25 Section 1. Adjustment  
26

27 Employee grievances shall be settled by peaceful means as  
28 provided in this Resolution, with good faith efforts made to resolve  
29 grievances at the earliest possible step. The union agrees that it will  
30 not engage in, instigate or condone a strike, work stoppage, or other  
31 interruption or impeding of work on the part of any employee for the  
32 duration of this resolution and will abide by applicable law, and the  
33 College agrees that it will not engage in a lock-out during such period.  
34 Should any difference arise between the College and any employee as to  
35 the meaning or application of this resolution or Board Policy and  
36 Administrative Procedures as they apply to the welfare of unit employees,  
37 said grievance shall be settled through the grievance procedure.  
38

39 Section 2. Definitions  
40

41 A "grievance" is defined as an alleged violation,  
42 misinterpretation or improper application of the terms and conditions of  
43 this resolution or Board Policy and Administrative Procedures as they  
44 apply to the welfare of unit employees. A grievance shall be in written  
45 form and contain the following information:  
46

- 47 a. Date and nature of the grievance, location, job  
48 classification and employee involved, section(s)  
49 and paragraph(s) of this resolution or Board Policy  
50 or Administrative Procedures under which the  
51 grievance is entered.  
52  
53 b. Remedy sought.  
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04 c. Date of submission.  
05

06 A "grievant" is defined as any employee or employees filing a grievance.  
0 Multiple grievances filed simultaneously over a common occurrence or  
0o event may be processed in a joint action.  
09

10 Section 3. Extension of Time  
11

12 The time limits provided in the grievance procedure may be  
13 extended only by mutual written consent of the parties.  
14

15 Section 4. Days Defined  
16

17 Days as referred to throughout the grievance procedure shall be  
18 working days but shall not include Saturdays, Sundays, or holidays  
19 recognized by this Resolution.  
20

21 Section 5. Advancement/Termination of Grievances  
22

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

29 Section 6. Reprisals  
30

31 No reprisals of any kind shall be taken by the Board or by any  
32 member of the Administration against an employee because of his/her  
3 participation in the grievance procedure.  
3.

35  
36 XXIII. GRIEVANCE PROCEDURE  
37

38 Section 1. Procedure  
39

40 If a grievance arises, it will be resolved through the procedure  
41 described below. However, this procedure does not preclude prior  
42 discussions between an employee and his/her supervisor to resolve the  
43 difference.  
44

45 Step 1.  
46

- 47 a. A grievance, to be timely, must be submitted to an  
48 employee's immediate supervisor within ten (10)  
49 days of the occurrence giving rise to the  
50 grievance, or within ten (10) days of the date on  
51 which the employee should have reasonably known of  
52 such occurrence.  
53  
54 b. Within five (5) days of the initial presentation of  
55 the grievance, there shall be a conference between  
56 the employee and his/her immediate supervisor and a  
57 union representative.  
58  
59

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04 c. The employee's immediate supervisor will issue a  
05 written response to the employee, with copies to  
06 the Personnel Department and the union, within  
07 three (3) days following the conference.  
08  
09 d. If the employee is not satisfied with the response  
10 issued and wishes to proceed with his/her  
11 grievance, he/she must give written notice of such  
12 intent to the appropriate College Dean or Director  
13 within three (3) days of receipt of the response or  
14 within six (6) days of the Step 1-b conference if  
15 no response is given by the College.  
16

17 Step 2.  
18

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

38 Step 3.  
39

- 40 a. Within three (3) days following receipt of written  
41 notice from the employee, the College President or  
42 Vice Chancellor, or his/her designee, will conduct  
43 a conference with the employee and a union  
44 representative.  
45  
46 b. Within three (3) days following the conference, a  
47 written response will be issued by the College to  
48 the employee with a copies to the union and the  
49 Personnel Department.  
50  
51 c. If the employee is not satisfied with the  
52 response, and wishes to proceed with his/her  
53 grievance, he/she must give written notice of such  
54 intent to the Director of Personnel Services within  
55 three (3) days of receipt of the response or within  
56 six (6) days of the Step 3-a conference if no  
57 response is given by the College.  
58

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04 Step 4.  
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- 06 a. Within three (3) days following receipt of written  
07 notice from the employee, the Director of Personnel  
08 Services and/or his/her designee will conduct a  
09 conference with the employee and a union  
10 representative.  
11  
12 b. Within three (3) days following the conference, a  
13 written response will be issued by the College to  
14 the employee, with a copy to the union.  
15

16 Step 5.  
17

18 If the employee is not satisfied with the decision received at Step 4-b,  
19 he/she may exercise one of the following alternatives:  
20

- 21 a. The employee may submit an appeal in writing to the  
22 Board of Trustees within three (3) days from  
23 receipt of the response or within six (6) days of  
24 the Step 4-a conference if no response is given by  
25 the College. With this appeal shall be included a  
26 copy of the original grievance, the decisions  
27 previously received under this procedure, and such  
28 other statements or information which the employee  
29 deems relevant.  
30

31 The Board will consider the grievance at its next  
32 regularly scheduled executive session and take such  
33 appropriate steps to review the grievance that it  
34 deems advisable, which may in the Board's  
35 discretion, include providing the employee with a  
36 hearing at the earliest practicable executive  
37 session of the Board. The Board will notify the  
38 employee and the union of its decision, in writing,  
39 at the conclusion of its action.  
40

- 41 b. The employee may request the naming of an  
42 independent advisory fact-finder only for those  
43 grievances concerning dismissal. Such a request  
44 must be made in writing to the Board at the time of  
45 filing of the appeal set forth in sub-paragraph "a"  
46 of Step 5, and within the time limits there  
47 specified. The employee and the Chancellor, or  
48 his/her designee, shall attempt to find an  
49 impartial fact-finder who is mutually acceptable.  
50 In the event that they cannot agree on a mutually  
51 acceptable fact-finder, they shall jointly contact  
52 the Federal Mediation and Conciliation Service to  
53 obtain a panel of seven (7) potential fact-finders  
54 from which to select one to serve. The Chancellor,  
55 or his/her designee, and the employee shall select  
56 a fact-finder from such panel by alternately  
57 striking names from such a list or panel, with the  
58 last name remaining being the fact-finder chosen to  
59 serve.  
60



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04 The fact-finder shall hold a hearing within a  
05 reasonable time after being appointed, but in no  
06 event more than twenty (20) working days from  
0 appointment. The hearing shall be held on a date  
08 and time as agreed upon by the employee, the  
09 College, and the fact-finder, or, if no agreement  
10 can be reached, as specified by the fact-finder.  
11

12 The fact-finder shall issue an advisory recommenda-  
13 tion, in writing, no later than twenty (20) days  
14 from the end of the hearing. Said advisory  
15 recommendation shall include findings of fact and  
16 separate conclusions and recommendations. The  
17 fact-finder shall limit the advisory recommendation  
18 strictly to the application and interpretation of  
19 the provisions of the resolution and shall be  
20 without power or authority to make recommendations:  
21

- 22 1. contrary to, or inconsistent with, or modifying  
23 or varying in any way terms of the resolution;  
24 or
- 25 2. limiting or interfering in any way with the  
26 powers, duties and responsibilities of the  
27 College or its Board of Trustees under  
28 applicable law.  
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31 At its next regularly scheduled meeting, the  
32 Board, in executive session, will consider the  
3 grievance and the advisory recommendations of  
34 the fact-finder. The Board may accept (in  
35 whole or in part), modify or reject the fact-  
36 finder's recommendatory findings of fact and  
37 conclusions. The Board, at the written request  
38 of the employee, shall conduct a hearing at  
39 this time and will notify the grievant, in  
40 writing, with a copy to the union, of its  
41 decision and the reasons for its decision at  
42 the conclusion of such hearing. The fact-  
43 finder's fees and other expenses shall be  
44 payable in equal amounts by the College and the  
45 employee.  
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47 XXIV. MISCELLANEOUS

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49 Section 1. Parking

50 The College agrees to provide a parking area for its employees at  
51 no expense to employees.  
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04 Section 2. Publication of the Resolution  
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06 The College shall publish and make available the Resolution  
0 Concerning Office and Technical Bargaining Unit no later than thirty (30)  
08 days following approval by the Board of Trustees. All new employees  
09 shall be issued copies of the Resolution during their probationary  
10 period.  
11

12 Section 3. Nondiscrimination  
13

14 Neither the College nor the Union will discriminate against any  
15 employees with respect to the employee's race, color, creed, sex, age,  
16 religion, disability, national origin or union membership.  
17

18  
19 XXV. ENTIRE UNDERSTANDING  
20

21 This Resolution incorporates and reduces to writing the entire  
22 understanding on all matters which were or could have been the subject of  
23 discussion. During the term of this Resolution neither party shall be  
24 required to discuss any matter not covered by this Resolution whether or  
25 not within the knowledge or contemplation of either, or both, of the  
26 parties at the time they discussed and executed this Resolution.  
27

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29 XXVI. EMPLOYEE REVIEW  
30

31 Each employee's performance will be reviewed prior to the  
32 completion of the first three (3) months after the Board approved  
33 effective date of employment, and thereafter at least once between May 1  
34 and June 15 of each year. The evaluations will be documented on the  
35 appropriate form and reviewed with the employee by the immediate  
36 supervisor.  
37

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39 XXVII. PENALTIES AND SEPARATIONS  
40

41 Section 1. Dismissal  
42

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

53 The recommendation for dismissal of an employee will be the  
54 responsibility of supervisors and administrators having line responsi-  
55 bility for the employee's performance. The College will issue a written  
56 dismissal notice which will include reason(s) for said dismissal.  
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04 Employees have the right to appeal dismissal through the  
05 grievance procedure.  
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07 Section 2. Suspension

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09 An employee may be suspended by his/her immediate supervisor or  
10 department head, for cause related to the performance of duty or for  
11 disciplinary reasons, for a period not to exceed three (3) days. The  
12 suspension may be extended, if deemed justified by the College. A  
13 written statement as to the reason(s) for suspension will be provided to  
14 the employee. The employee shall have the right to appeal the suspension  
15 through the grievance procedure.  
16

17  
18 XXVIII. PERSONNEL FILES  
19

20 There shall be only one official personnel file on an employee at  
21 the location where he/she works and only one official personnel file on  
22 the employee at the Administrative Center. The employee shall have the  
23 right to inspect either of these files. The employee shall have the  
24 right to have a copy of any document in his/her file. Job-related  
25 documents which the employee requests to be placed in the files shall be  
26 so included. Supervisors and administrators having line responsibility  
27 for the employee's performance shall be entitled to inspect the files.  
28 Other parties may inspect the files upon written release by the employee.  
29 There shall be no copying of any document in an employee's file without  
30 written consent of the employee.  
31

32  
33 XXIX. SALARY PAYMENTS  
34

35 Salary payments shall be made on a bi-weekly basis, every other  
36 Friday. The employee will receive twenty-six (26) payments on an annual  
37 basis. If a scheduled payment should fall on a holiday, the payment will  
38 be made the last working day prior to the holiday.  
39

40 Beginning January 1985, insurance and benefits premiums will be  
41 deducted twice each month.  
42

43  
44 XXX. WORK SCHEDULES  
45

46 Section 1. Normal Work Week Defined  
47

48 The normal work week shall be forty (40) hours per week, five (5)  
49 days per week, eight (8) hours per day.  
50

51 Section 2. Overtime  
52

53 Overtime pay for all nonexempt employees regularly scheduled to  
54 work a five (5) day work week will be paid at the rate of time and one-  
55 half for all hours in excess of forty (40) hours per week or eight hours  
56 per day, including holiday and vacation hours earned.  
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04 Section 3. Alternate Work Schedules Defined  
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06 All work schedules which do not fall under the definition of a  
0 normal work week shall be considered alternate work schedules. Overtime  
0. pay for all non-exempt employees regularly assigned to an alternate work  
09 schedule will be paid at the rate of time and one-half for all hours in  
10 excess of forty (40) hours per week or ten (10) hours per day, including  
11 holiday and vacation hours earned.  
12

13 Section 4. Dinner Allowance  
14

15 A meal allowance will be provided for any employee working in  
16 excess of ten (10) hours per day.  
17

18 Section 5. Alternate Work Schedules and/or Overtime Assignments  
19

20 In assigning alternate work schedules and/or overtime, the  
21 College will do so only when there is a need. The assignment will be  
22 made on a fair and reasonable basis.  
23

24 Section 6. Additional Work for 36-Week Employees  
25

26 For 36-week employees, work in addition to the scheduled 36 week  
27 period will be voluntary.  
28

29 Section 7. Schedule Changes  
30

31 An employee will be given two weeks notice before his/her  
32 schedule is changed except in emergencies. In the event of an emergency  
3 change, the employee will be paid at the rate of time and one-half for  
3 the first day of such change.  
35

36 Section 8. Time Keeping/Attendance Keeping Documents  
37

38 Employees will be informed of changes to their time keeping or  
39 attendance keeping documents.  
40

41 Section 9. Notice Not to Report  
42

43 If an employee reports for work when scheduled and has not been  
44 notified not to report during the preceding day, he/she shall be given  
45 four (4) hours work or pay at the appropriate rate.  
46

47 Section 10. Lunch Periods  
48

49 Unit employees are entitled to a minimum of thirty (30) minutes  
50 for lunch.  
51

52 Section 11. Rest Periods  
53

54 Employees shall be entitled to two (2) fifteen minute breaks per  
55 day. These rest periods shall be scheduled to ensure the employee one  
56 break during the first half of the work period and one break during the  
57 second half of the work period.  
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XXXI. 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, 1986. 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, 1987. In the event Local 3506 desires to reopen discussions for the period commencing July 1, 1987, written notice must be sent to the Director of Personnel Services no later than April 1, 1987. This Resolution shall, during such period, continue to govern unless amended by the Board of Trustees.