

RESOLUTION
RELATING TO
PROVISIONS OF BOARD POLICY
APPLICABLE TO
CLASSIFIED OFFICE AND TECHNICAL BARGAINING UNIT
ST. LOUIS COMMUNITY COLLEGE
1987 - 1989

Prepared as a Result of Discussions
Between:

ST. LOUIS COMMUNITY COLLEGE

and

THE JUNIOR COLLEGE DISTRICT
FEDERATION OF TEACHERS AND
CLASSIFIED JCDFTC AFT/AFT-CIO
LOCAL 3506

As Amended
JUNE 13, 1988

160 CLASSIFIED RESOLUTION
1987-1989
as amended 6/13/88

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RESOLUTION CONCERNING CLASSIFIED OFFICE AND TECHNICAL BARGAINING UNIT
APPROVED BY THE BOARD OF TRUSTEES, JULY 20, 1987
AS AMENDED JUNE 13, 1988

The following Resolution representing the results of the meetings, conferences, and discussions between Local 3506 Junior College District Federation of Teachers and Classified JCDFTC AFT/AFT-CIO and representatives of St. Louis Community College was presented to the Board of Trustees of St. Louis Community College in the form of a Resolution on the twentieth of July, 1987 and adopted in the following form by the Board of Trustees on July 20, 1987.

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

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

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

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

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

I. RECOGNITION, UNIT, SCOPE AND DISCUSSIONS

Section 1. Recognition

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

Section 2. Unit Description

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

Section 3. Scope

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

Section 4. Discussions

Representatives of the Union and Management will meet for good faith discussions on salary and nonsalary proposals concerning the existing and proposed Resolution Concerning Classified Office and Technical Bargaining Unit as follows:

March 15 - Resolution Expiration Year, or Reopener Year
Local 3506 will provide written notice to reopen discussions under the provisions of the duration of the current Resolution

Such written notice will be sent to the Associate Vice Chancellor of Human Resource Development, and will include Union salary and nonsalary proposals, or as may be authorized under any applicable reopener provision.

April - Resolution Expiration Year, or Reopener Year
During the month of April, there will be good faith efforts by both Union and Management discussion teams to reach consensus on proposals and issues under consideration.

Discussions will be held at times and places of mutual agreement.

On April 30 - tentative understandings on proposals between the Union and Management Teams will be prepared and sent to the Chancellor (within five (5) working days) for review and recommendations for the Board of Trustees at its meeting in May, although the April 30th date may be extended by mutual consent.

Section 5. Unresolved Proposals and Issues

In the event there are proposals and issues wherein the teams could not reach consensus agreement of understanding, both the Union and the Management Teams will, within five (5) working days of April 30th, submit

their respective proposals and positions to the Chancellor for a review and recommendations to the Board of Trustees in time for its May meeting.

If the Board of Trustees so desires, it may invite both teams to attend the May Board meeting in Executive Session in order to hear the issues on the proposals.

II. DUES CHECKOFF

The College will deduct one-half of the dues twice each month from the pay of those employees who individually request in writing that such deductions be made, unless such deductions are prohibited by applicable State law. The amounts to be deducted shall be certified to the College by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union by the first of the succeeding month, after such deductions are made. The Union will advise the Associate Vice Chancellor of Human Resource Development of the appropriate address to which to mail dues deductions. The Union agrees to hold the College harmless from all damages or liability resulting from any action commenced by any employee and any decision against the College relating to such deductions.

III. UNION ACCESS TO PREMISES

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

IV. BULLETIN BOARDS

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

V. SAVINGS CLAUSE

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

Administration shall meet, confer and discuss action to be taken relative to the invalidated article, section or portion.

VI. MANAGEMENT RIGHTS

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

VII. REPRESENTATION AND BUILDING REPRESENTATIVES

Section 1. Number of Representatives

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

Section 2. Authority

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

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

Section 3. Handling Grievances

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

VIII. VACANCIES

Section 1

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

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

- a. Fill the vacancy by promoting and/or employing the applicant who, in the College's judgment, is the

best qualified.

- b. Make every attempt to promote qualified permanent classified employees.
- c. Give full consideration to length of service with the District. District service alone, however, will not establish any preferential rights to job vacancies.
- d. In cases of qualifications being equal, the College will award the position to the senior employee applicant.

Section 2.

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

Section 3.

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

IX. POSITION CHANGES

Section 1 a.

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

Section 1 b.

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

Section 1 c.

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

Section 1 d.

When the affected employee is moved to a lower range/classification, he/she shall suffer no loss in salary.

Section 2.

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.

X. PROBATIONARY EMPLOYEES

Section 1. Definition

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

Section 2. Probationary Period

The probationary, or working test, period shall be regarded as an integral part of the examination process, and shall be utilized for closely observing the employee's work, for determining the most effective adjustment of the employee to his/her position, for reviewing with the employee his/her performance, and for terminating any new employee whose performance does not meet the required work standard. During the probationary work period a new employee shall have no recourse to the grievance procedure.

Section 3. Change in Status

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

XI. SENIORITY

Section 1. Definition

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

Section 2. Seniority Lists

The College shall furnish the Union with current copies of the seniority lists every three (3) months. The seniority lists shall be maintained by location and shall include employee's name, job classification, location, and initial date of employment. Upon successful completion of the probationary period new employees shall be added to the seniority lists.

Section 3. Externally Funded Positions

- a. Employees who beginning July 2, 1980 are hired into or who elect to transfer into projects which are externally funded will not be considered for seniority status and/or continuation of employment when said funds are no longer approved or accepted by the College. They shall be placed on a list which will be maintained by the College for consideration for suitable vacancies for one (1) year after said funds are not approved or accepted. The College reserves the right to hire the best qualified applicant for each vacancy.
- b. Employees who before July 1, 1980 were hired into or who elected to transfer into projects which are externally funded shall retain their seniority and be considered for continuation of employment when said funds are no longer approved or accepted by the College, subject to any existing "waiver of rights" having been signed by the employee.

XII. LAYOFF AND RECALL

Section 1. Order of Layoff

- 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.

XIII. PAID LEAVES OF ABSENCE

Section 1. Sick Leave

- a. Sick leave shall accrue at the rate of one and two-tenths (1.2) days or 9.6 hours for each month of employment. Additional sick leave may be accrued for 36-week employees who work additional time. Sick leave may be accumulated to no more than 120 days or 960 hours for 52-week employees and 83 days or 664 hours for 36-week employees. No payment for unused time accrued may be made under any circumstances.
- b. Sick leave may be taken by any full-time employee due to his/her own illness or injury. Up to three (3) days or 24 hours may be taken at any one time when the employee is compelled to be absent due to illness or injury to a member of his/her immediate family. Members of the immediate family are hereby defined as: mother, father, foster parents, husband, wife, son daughter, brother and sister, current mother-in-law, current father-in-law, grandparents, and any relative living in the immediate household.
- c. A medical certificate may be required by the employee's immediate supervisor or an officer of the College to validate the employee's absence charged to sick leave.

Section 2. Personal Leave ←

Up to four (4) days or 32 hours per year for 52-week employees and three (3) days or 24 hours per year for 36-week employees may be used as personal leave, charged against sick leave accumulation.

Section 3. Bereavement Leave ↙

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

Section 4. Regulations Pertaining to Paid Leaves

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

XIV. LEAVES OF ABSENCE WITHOUT PAY

Section 1. Application

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

Section 2. Insurance Benefits for Employees on Unpaid Leave

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

XV. JURY DUTY

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

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

Section 1.

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

Section 2.

Widows, widowers, and dependent children of deceased full-time employees who served with the College at least ten years may attend courses offered by the College without payment of either tuition or maintenance fees subject to the same rules and regulations stated in Section 1.

XVII. RETIREMENT BENEFITS

Section 1. Retirement Benefits

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

Section 2. Early Retirement Incentive Program

1. Eligibility

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

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

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

2. Application for Leave

- a. Application for early retirement must be made no earlier than one year prior to retirement and no later than three months prior to the retirement date. The requirement of three months notice may be waived by the Chancellor, for extenuating circumstances.
- b. The relevant age at early retirement shall be the age which the early retiree reached at his/her last birthday.

3. Incentive Details

- a. An early retiree shall receive a one-time 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>
64	1.3%
63	2.0%
62	4.0%
61	4.2%
60	4.6%
59	5.0%
58	5.2%
57	5.4%
56	5.6%
55	6.0%

- b. The early retiree may defer the one-time payment over three years. Deferred payments that are undistributed at the time of death of the retiree shall be paid to the designated beneficiary.
- c. The early retirement incentive will be based on the annual base salary in the year the retirement is approved.
- d. The early retiree will have the option of remaining a participant in College group medical programs until age 70. The College will continue the same contribution towards premiums as other full-time classified staff for early retirees until age 65, or 5 years, whichever is reached first. After five years, the classified staff member may continue College group medical and life insurance by paying the total premium until age 70. This is subject to approval by the insurance carriers.

4. Other Items

- a. The maximum incentive shall not exceed 100 percent of the Classified staff member's last annual base salary while an employee of the District.
- b. No employee may be required or coerced by the District to elect early retirement.
- c. The College shall provide group counseling, as determined by the College, for prospective early retirees who desire to participate.

- d. The potential early retiree may request of the Human Resource Development Department a statement on the estimated amount of early retirement benefits. Such statement will be provided as soon as possible after all necessary information is verified.
 - e. The early retiree will have available the privileges as outlined in paragraph 6.
 - f. Part-time employment with the District after early retirement will not affect the employee's early retirement incentive benefits.
 - g. The Board of Trustees may give prior notice of its intent to limit the number of participants in any one year, or to eliminate the Incentive Plan when in the best interests of the District.
5. The College's Non-Certificated Employee's Retirement Plan

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

Effective on notice, full-time permanent non-certificated employees will be required to participate in the Missouri Non-Teacher School Employee Retirement if the planned merger is approved.

6. Retirement Privileges

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

1. Staff parking privileges at all locations upon securing a valid parking sticker as is required of staff members.
2. Library privileges at College libraries.
3. Emeritus staff may continue the College group medical insurance upon retirement until age seventy (70). The emeritus staff member selecting such insurance would pay the full costs involved. The College dental insurance contract does not permit extension of dental coverage.
4. Emeritus staff members, dependents, and spouses will have available maintenance fee waiver for courses at the St. Louis Community College.

XVIII. HEALTH AND DENTAL CARE AND LIFE INSURANCE

Section 1. Employee Participation

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

Section 2. Insurance Advisory Committee

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

XIX. VACATION

Section 1.a Accrual for 52-Week Employees

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

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>	<u>RATE OF ACCRUAL (PER BI-WEEKLY PAY PERIOD)</u>
First through third year	12 days or 96 hrs/year	3.69 hours
Fourth through seventh year	15 days or 120 hrs/year	4.62 hours
Eighth through tenth year	18 days or 144 hrs/year	5.54 hours
Eleventh year and over	22 days or 176 hrs/year	6.77 hours

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

First through third year	16 days or 128 hrs/year	4.92 hours
Fourth year and over	22 days or 176 hrs/year	6.77 hours

Exempt employees hired prior to July 1, 1980 shall accrue 22 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	10 days or 80 hrs/year	4.44 hours
Fourth through seventh year	12 days or 96 hrs/year	5.33 hours
Eighth through tenth year	14 days or 112 hrs/year	7.56 hours
Eleventh year and over	17 days or 136 hrs/year	7.56 hours

Exempt employees shall accrue vacation according to the following schedule:

<u>VACATION</u>	<u>RATE OF ACCRUAL</u>
	<u>PER BI-WEEKLY PERIOD SCHEDULED TO WORK</u>
17 days or 136 hours per year	7.56 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 36-Week Employees

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

Section 3. Probationary Employees

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

Section 4. Scheduling of Vacation

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

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

Section 6. Employee Pay for Holidays

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

- a. The employee must work or be in some other approved pay status on the last scheduled work day prior to the holiday and the first scheduled work day after the holiday.
- b. He/she will not be paid if the holiday occurs when he/she is scheduled to work and does not report for work.
- c. If a holiday is observed on an employee's scheduled day off or vacation, the employee shall receive the applicable holiday.
- d. Employees who are required to work on any holiday shall receive the pay for said holiday plus one and one-half times the hours worked.
- e. When a holiday falls during the regularly scheduled week, the employee will work an eight (8) hours per day schedule for all regularly scheduled workdays in that week.

XXI. WAGES

A. Effective July 1, 1988, the salary schedule shall be as follows:

OFFICE AND TECHNICAL BARGAINING UNIT SALARY SCHEDULE

FULL-TIME 52-WEEK STAFF

Step	A	B	C	D	E	F	G	H	I
1	13282	13971	14787	15603	17355	18358	19358	21678	24183
2	13971	14701	15549	16406	18253	19305	20358	22787	25419
3	14657	15431	16310	17211	19154	20252	21357	23897	26657
4	15346	16162	17070	18014	20053	21199	22358	25006	27894
5	16033	16892	17831	18818	20953	22147	23357	26116	29131
6	16720	17623	18593	19622	21850	23092	24357	27227	30368
7	17408	18353	19354	20426	22750	24040	25356	28336	31605
8	18096	19083	20115	21230	23650	24987	26355	29447	32841
9	18784	19815	20876	22034	24548	25935	27356	30556	34079
10	19477	20552	21646	22841	25458	26883	28364	31676	35324

FULL-TIME 36-WEEK STAFF

Step	A	B	C	D	E	F	G	H	I
1	9195	9672	10238	10801	12015	12710	13402	15007	16742
2	9672	10178	10764	11358	12637	13365	14095	15776	17598
3	10147	10683	11291	11915	13261	14020	14786	16544	18454
4	10624	11189	11817	12471	13882	14676	15479	17312	19311
5	11100	11695	12345	13028	14505	15332	16170	18081	20167
6	11575	12200	12872	13584	15128	15987	16863	18848	21023
7	12052	12706	13399	14141	15751	16643	17554	19617	21880
8	12528	13212	13926	14698	16373	17300	18246	20386	22736
9	13005	13717	14452	15255	16995	17954	18938	21154	23594
10	13484	14228	14986	15813	17625	18612	19636	21929	24455

B. Salary increases for 1988-89 shall be determined as follows:

- i. All full-time classified unit employees shall receive a salary adjustment of 5.73% to their 1987-88 salary.
- 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.

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 at Step 8 of their respective 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 at 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 at 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 1) 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 at least two (2) years of district seniority (as of July 1) will, at minimum, receive an additional one-third ($1/3$) for a total of two-thirds ($2/3$) of the total dollar difference between Step 1 and Step 2 of their respective salary ranges.
- xi. Each year all full-time classified unit employees with at least one (1) year of district seniority (as of July 1) will, at minimum, receive one-third ($1/3$) of the total dollar difference between Step 1 and Step 2 of their respective salary ranges.
- xii. Each year all full-time classified unit employees with less than one (1) year of district seniority (as of July 1) will only receive salary adjustment.

D. Retroactive pay

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.

E. Shift Differential

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

XXII. GRIEVANCES

Section 1. Adjustment

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

Section 2. Definitions

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

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

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

Section 3. Extension of Time

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

Section 4. Days Defined

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

Section 5. Advancement/Termination of Grievances

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

Section 6. Reprisals

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

Section 7. Termination Grievances

Employee grievances concerning termination of employment will be initiated at the Step 3 level of the grievance procedure.

XXIII. GRIEVANCE PROCEDURE

Section 1. Procedure

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

Step 1.

- a. A grievance, to be timely, must be submitted to an employee's immediate supervisor within ten (10) days of the occurrence giving rise to the grievance, or within ten (10) days of the date on which the employee should have reasonably known of such occurrence.
- b. Within five (5) days of the initial presentation of the grievance, there shall be a conference between the employee and his/her immediate supervisor and a union representative.
- c. The employee's immediate supervisor will issue a written response to the employee, with copies to the Human Resource Development Department and the Union,

within three (3) days following the conference.

- d. If the employee is not satisfied with the response issued and wishes to proceed with his/her grievance, he/she must give written notice of such intent to the appropriate College Dean or Director within three (3) days of receipt of the response or within six (6) days of the Step 1-b conference if no response is given by the College.

Step 2.

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

Step 3.

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

Step 4.

- a. Within three (3) days following receipt of written notice from the employee, the Associate Vice Chancellor of Human Resource Development and/or his/her designee

will conduct a conference with the employee and a union representative.

- b. Within three (3) days following the conference, a written response will be issued by the College to the employee, with a copy to the Union.

Step 5.

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

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

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

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

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

The fact-finder shall issue an advisory recommendation, in writing, no later than twenty (20) days from the end of the hearing. Said advisory recommendation shall include findings of fact and separate conclusions and recommendations. The fact-finder shall limit the advisory recommendation strictly to the application and interpretation of the provisions of the Resolution and shall be without power or authority to make recommendations:

1. contrary to, or inconsistent with, or modifying or varying in any way terms of the Resolution; or
2. limiting or interfering in any way with the powers, duties and responsibilities of the College and its Board of Trustees under applicable law.

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

XXIV. MISCELLANEOUS

Section 1. Parking

The College agrees to provide a parking area for its employees at no expense to employees.

Section 2. Publication of the Resolution

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

Section 3. Nondiscrimination

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

XXV. ENTIRE UNDERSTANDING

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

XXVI. EMPLOYEE REVIEW

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

XXVII. PENALTIES AND SEPARATIONS

Section 1. Dismissal

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

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

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

Section 2. Suspension

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

XXVIII. PERSONNEL FILES

Section 1.

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

Section 2. Access/Copying

Access to record files is limited to the employee, personnel office staff and persons authorized by the Associate Vice Chancellor of Human Resource Development or the administrator having custody of the employee personnel record file at campus location.

The employee shall have the right to have a copy of any document in his/her file except college transcripts and college placement file.

XXIX. SALARY PAYMENTS

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

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

XXX. WORK SCHEDULES

Section 1. Normal Work Week Defined

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

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.

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.

Section 4. Dinner Allowance

A meal allowance of five dollars (\$5.00) will be provided for any employee working in excess of ten (10) hours per day.

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.

Section 6. Additional Work for 36-Week Employees

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

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.

Section 8. Timekeeping/Attendance Keeping Documents

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

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.

Section 10. Lunch Periods

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

Section 11. Rest Periods

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

XXXI. DURATION OF RESOLUTION

The effective date of this Resolution shall be when approved by the Board of Trustees, but the classified salary rates specified herein shall be effective July 1, 1987. Although the Board of Trustees of the College cannot 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 June 30, 1989, except for reopening procedures as provided for in this Resolution. This Resolution shall, during such period, continue to govern unless amended by the Board of Trustees.

In the event Local 3506 desires to reopen discussions for the fiscal year period commencing July 1, 1988, Local 3506 will:

- a. Provide written notice to be sent to the Associate Vice Chancellor for Human Resource Development no later than March 15, 1988, as per Article I, Section 4 of this Resolution.
- b. The reopening request notice from Local 3506 will also include written proposals limited to salaries and to one existing article (optional).

Each party has the option of requesting reopening on one existing article and other topics, but no reopening is required unless both mutually agree to do so.

In the event Local 3506 desires to open discussions concerning the entire Resolution, with respect to the period commencing July 1, 1989, written notice, including proposals (salary and non-salary items) for discussions must be sent to the Associate Vice Chancellor for Human Resource Development no later than March 15, 1989.