

RESOLUTION
RELATING TO
PROVISIONS OF BOARD POLICY
APPLICABLE TO
CLASSIFIED OFFICE AND TECHNICAL BARGAINING UNIT
ST. LOUIS COMMUNITY COLLEGE
1989-1992

ARCHIVES
St. Louis Community College
of Florissant Valley

Prepared as a Result of Discussions Between:

ST. LOUIS COMMUNITY COLLEGE

and

160 CLASSIFIED RESOLUTION
1991-1992
c.1

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

AS AMENDED
JUNE 18, 1991

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**RESOLUTION CONCERNING CLASSIFIED OFFICE AND TECHNICAL BARGAINING
UNIT APPROVED BY THE BOARD OF TRUSTEES, JUNE 19, 1989
AS AMENDED JUNE 18, 1991**

The following Resolution representing the results of the meetings, conferences, and discussions between Local 3506 Junior College District Federation of Teachers and Classified JCDFTC AFT/AFL-CIO and representatives of St. Louis Community College was presented to the Board of Trustees of St. Louis Community College in the form of a Resolution on the nineteenth of June, 1989 and adopted in the following form by the Board of Trustees on June 19, 1989.

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 known as the Junior College District of St. Louis/St. Louis County, Missouri, and hereinafter called the "College"), with respect to employees of the Classified Bargaining Unit defined in the premises relative to salaries and other conditions of employment, said Resolution to remain in effect as hereinafter provided, unless otherwise amended, modified, in whole or in part, by the Board of Trustees.

I. RECOGNITION, UNIT, 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 for 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 for 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 College Center 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 College 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 - Upward Mobility Program

During 1990-1991, the College and Unit representatives will work collaboratively to investigate and develop recommendations for the implementation of an upward mobility program for full-time classified employees. Such recommendations may include apprenticeship programs and other specialized training programs offered by the College and would also focus on current full-time classified employees who possess qualifications to perform higher level functions.

Section 3

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 4

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.
- 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.
- c. When the affected employee is moved laterally, he/she shall suffer no loss in salary.
- 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. An employee who has completed at least ten (10) full consecutive years of service may use one (1) additional day per Fiscal Year for personal reasons; such day will be deducted from accrued sick leave.

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 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

- 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.

Section 3 - 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.

Section 4 - Retirement Privileges

Emeritus staff are those staff who have retired after ten years of 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>
1st through 3rd year	12 days - 96 hrs/year	3.69 hours
4th through 7th year	15 days - 120 hrs/year	4.62 hours
8th through 10th year	18 days - 144 hrs/year	5.54 hours
11th year and over	22 days - 176 hrs/year	6.77 hours

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

1st through 3rd year	16 days - 128 hrs/year	4.92 hours
4th 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.

- 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>
1st through 3rd year	10 days - 80 hrs/year	4.44 hours
4th through 7th year	12 days - 96 hrs/year	5.33 hours
8th through 10th year	14 days - 112 hrs/year	6.22 hours
11th year and over	17 days - 136 hrs/year	7.56 hours

Exempt employees shall accrue vacation according to the following schedule:

<u>VACATION</u>	<u>RATE OF ACCRUAL PER BI-WEEKLY PERIOD SCHEDULED TO WORK</u>
17 days - 136 hours/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. As of July 1 each year, the number of vacation days which may be carried forward may not exceed a maximum of twice the normal year's vacation unless written approval has been granted by the employee's immediate supervisor by May 1 to extend the carry-forward period to September 1 of the applicable year and the Human Resource Development Department has been so notified of such approval by June 1 of the applicable year. 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 aforementioned maximum 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.
- 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, President's 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 (1989-1990)

A. Effective July 1, 1989, the salary schedule shall be as follows:

	OFFICE AND	TECHNICAL	BARGAINING	UNIT	SALARY	SCHEDULE			
	<u>FULL-TIME 52-WEEK STAFF</u>								
RANGE:1	2	3	4	5	6	7	8	9	
STEPS:									
1	12,671	13,821	15,081	16,711	18,511	19,676	21,351	22,986	24,961
2	12,976	14,156	15,449	17,103	18,927	20,164	21,883	23,564	25,587
3	13,281	14,491	15,817	17,495	19,343	20,652	22,415	24,142	26,213
4	13,586	14,826	16,185	17,887	19,759	21,140	22,947	24,720	26,839
5	13,891	15,161	16,553	18,279	20,175	21,628	23,479	25,298	27,465
6	14,196	15,496	16,921	18,671	20,591	22,116	24,011	25,876	28,091
7	14,501	15,831	17,289	19,063	21,007	22,604	24,543	26,454	28,717
8	14,806	16,166	17,657	19,455	21,423	23,092	25,075	27,032	29,343
9	15,111	16,501	18,025	19,847	21,839	23,580	25,607	27,610	29,969
10	15,416	16,836	18,393	20,239	22,255	24,068	26,139	28,188	30,595
11	15,721	17,171	18,761	20,631	22,671	24,556	26,671	28,766	31,221
12	16,026	17,506	19,129	21,023	23,087	25,044	27,203	29,344	31,847
13	16,331	17,841	19,497	21,415	23,503	25,532	27,735	29,922	32,473
14	16,636	18,176	19,865	21,807	23,919	26,020	28,267	30,500	33,099
15	16,941	18,511	20,233	22,199	24,335	26,508	28,799	31,078	33,725
16	17,246	18,846	20,601	22,591	24,751	26,996	29,331	31,656	34,351
17	17,551	19,181	20,969	22,983	25,167	27,484	29,863	32,234	34,977
18	17,856	19,516	21,337	23,375	25,583	27,972	30,395	32,812	35,603
19	18,161	19,851	21,705	23,767	25,999	28,460	30,927	33,390	36,229

FULL-TIME 36-WEEK STAFF

RANGE:1	2	3	4	5	6	7	8	9	
STEPS:									
1	8,772	9,568	10,441	11,569	12,815	13,622	14,782	15,913	17,281
2	8,983	9,800	10,696	11,840	13,103	13,957	15,150	16,313	17,714
3	9,194	10,032	10,951	12,111	13,391	14,292	15,518	16,713	18,147
4	9,405	10,264	11,206	12,382	13,679	14,627	15,886	17,113	18,580
5	9,616	10,496	11,461	12,653	13,967	14,962	16,254	17,513	19,013
6	9,827	10,728	11,716	12,924	14,255	15,297	16,622	17,913	19,446
7	10,038	10,960	11,971	13,195	14,543	15,632	16,990	18,313	19,879
8	10,249	11,192	12,226	13,466	14,831	15,967	17,358	18,713	20,312
9	10,460	11,424	12,481	13,737	15,119	16,302	17,726	19,113	20,745
10	10,671	11,656	12,736	14,008	15,407	16,637	18,094	19,513	21,178
11	10,882	11,888	12,991	14,279	15,695	16,972	18,462	19,913	21,611
12	11,093	12,120	13,246	14,550	15,983	17,307	18,830	20,313	22,044
13	11,304	12,352	13,501	14,821	16,271	17,642	19,198	20,713	22,477
14	11,515	12,584	13,756	15,092	16,559	17,977	19,566	21,113	22,910
15	11,726	12,816	14,011	15,363	16,847	18,312	19,934	21,513	23,343
16	11,937	13,048	14,266	15,634	17,135	18,647	20,302	21,913	23,776
17	12,148	13,280	14,521	15,905	17,423	18,982	20,670	22,313	24,209
18	12,359	13,512	14,776	16,176	17,711	19,317	21,038	22,713	24,642
19	12,570	13,744	15,031	16,447	17,999	19,652	21,406	23,113	25,075

WAGES (1990-1991)

Effective July 1, 1990, the salary schedule shall be as follows:

	OFFICE AND		TECHNICAL BARGAINING			UNIT	SALARY SCHEDULE		
			<u>FULL-TIME 52-WEEK STAFF</u>						
RANGE:1	2	3	4	5	6	7	8	9	
STEPS:									
1	13,628	14,778	16,038	17,668	19,468	20,633	22,308	23,943	25,918
2	13,933	15,113	16,406	18,060	19,884	21,121	22,840	24,521	26,544
3	14,238	15,448	16,774	18,452	20,300	21,609	23,372	25,099	27,170
4	14,543	15,783	17,142	18,844	20,716	22,097	23,904	25,677	27,796
5	14,848	16,118	17,510	19,236	21,132	22,585	24,436	26,255	28,422
6	15,153	16,453	17,878	19,628	21,548	23,073	24,968	26,833	29,048
7	15,458	16,788	18,246	20,020	21,964	23,561	25,500	27,411	29,674
8	15,763	17,123	18,614	20,412	22,380	24,049	26,032	27,989	30,300
9	16,068	17,458	18,982	20,804	22,796	24,537	26,564	28,567	30,926
10	16,373	17,793	19,350	21,196	23,212	25,025	27,096	29,145	31,552
11	16,678	18,128	19,718	21,588	23,628	25,513	27,628	29,723	32,178
12	16,983	18,463	20,086	21,980	24,044	26,001	28,160	30,301	32,804
13	17,288	18,798	20,454	22,372	24,460	26,489	28,692	30,879	33,430
14	17,593	19,133	20,822	22,764	24,876	26,977	29,224	31,457	34,056
15	17,898	19,468	21,190	23,156	25,292	27,465	29,756	32,035	34,682
16	18,203	19,803	21,558	23,548	25,708	27,953	30,288	32,613	35,308
17	18,508	20,138	21,926	23,940	26,124	28,441	30,820	33,191	35,934
18	18,813	20,473	22,294	24,332	26,540	28,929	31,352	33,769	36,560
19	19,118	20,808	22,662	24,724	26,956	29,417	31,884	34,347	37,186

FULL-TIME 36-WEEK STAFF

RANGE:1	2	3	4	5	6	7	8	9	
STEPS:									
1	9,434	10,230	11,103	12,231	13,477	14,284	15,444	16,575	17,943
2	9,645	10,462	11,358	12,502	13,765	14,619	15,812	16,975	18,376
3	9,856	10,694	11,613	12,773	14,053	14,954	16,180	17,375	18,809
4	10,067	10,926	11,868	13,044	14,341	15,289	16,548	17,775	19,242
5	10,278	11,158	12,123	13,315	14,629	15,624	16,916	18,175	19,675
6	10,489	11,390	12,378	13,586	14,917	15,959	17,284	18,575	20,108
7	10,700	11,622	12,633	13,857	15,205	16,294	17,652	18,975	20,541
8	10,911	11,854	12,888	14,128	15,493	16,629	18,020	19,375	20,974
9	11,122	12,086	13,143	14,399	15,781	16,964	18,388	19,775	21,407
10	11,333	12,318	13,398	14,670	16,069	17,299	18,756	20,175	21,840
11	11,544	12,550	13,653	14,941	16,357	17,634	19,124	20,575	22,273
12	11,755	12,782	13,908	15,212	16,645	17,969	19,492	20,975	22,706
13	11,966	13,014	14,163	15,483	16,933	18,304	19,860	21,375	23,139
14	12,177	13,246	14,418	15,754	17,221	18,639	20,228	21,775	23,572
15	12,388	13,478	14,673	16,025	17,509	18,974	20,596	22,175	24,005
16	12,599	13,710	14,928	16,296	17,797	19,309	20,964	22,575	24,438
17	12,810	13,942	15,183	16,567	18,085	19,644	21,332	22,975	24,871
18	13,021	14,174	15,438	16,838	18,373	19,979	21,700	23,375	25,304
19	13,232	14,406	15,693	17,107	18,661	20,314	22,068	23,775	25,737

WAGES (1991-1992)

A. Effective July 1, 1991, the salary schedule shall be as follows:

**OFFICE AND TECHNICAL BARGAINING UNIT SALARY SCHEDULE
FULL-TIME 52-WEEK STAFF**

RANGE:	1	2	3	4	5	6	7	8	9
STEPS:									
1	13,628	14,778	16,038	17,668	19,468	20,633	22,308	23,943	25,918
2	13,933	15,113	16,406	18,060	19,884	21,121	22,840	24,521	26,544
3	14,238	15,448	16,774	18,452	20,300	21,609	23,372	25,099	27,170
4	14,543	15,783	17,142	18,844	20,716	22,097	23,904	25,677	27,796
5	14,848	16,118	17,510	19,236	21,132	22,585	24,436	26,255	28,422
6	15,153	16,453	17,878	19,628	21,548	23,073	24,968	26,833	29,048
7	15,458	16,788	18,246	20,020	21,964	23,561	25,500	27,411	29,674
8	15,763	17,123	18,614	20,412	22,380	24,049	26,032	27,989	30,300
9	16,068	17,458	18,982	20,804	22,796	24,537	26,564	28,567	30,926
10	16,373	17,793	19,350	21,196	23,212	25,025	27,096	29,145	31,552
11	16,678	18,128	19,718	21,588	23,628	25,513	27,628	29,723	32,178
12	16,983	18,463	20,086	21,980	24,044	26,001	28,160	30,301	32,804
13	17,288	18,798	20,454	22,372	24,460	26,489	28,692	30,879	33,430
14	17,593	19,133	20,822	22,764	24,876	26,977	29,224	31,457	34,056
15	17,898	19,468	21,190	23,156	25,292	27,465	29,756	32,035	34,682
16	18,203	19,803	21,558	23,548	25,708	27,953	30,288	32,613	35,308
17	18,508	20,138	21,926	23,940	26,124	28,441	30,820	33,191	35,934
18	18,813	20,473	22,294	24,332	26,540	28,929	31,352	33,769	36,560
19	19,118	20,808	22,662	24,724	26,956	29,417	31,884	34,347	37,186

FULL-TIME 36-WEEK STAFF

RANGE:	1	2	3	4	5	6	7	8	9
STEPS:									
1	9,434	10,230	11,103	12,231	13,477	14,284	15,444	16,575	17,943
2	9,645	10,462	11,358	12,502	13,765	14,619	15,812	16,975	18,376
3	9,856	10,694	11,613	12,773	14,053	14,954	16,180	17,375	18,809
4	10,067	10,926	11,868	13,044	14,341	15,289	16,548	17,775	19,242
5	10,278	11,158	12,123	13,315	14,629	15,624	16,916	18,175	19,675
6	10,489	11,390	12,378	13,586	14,917	15,959	17,284	18,575	20,108
7	10,700	11,622	12,633	13,857	15,205	16,294	17,652	18,975	20,541
8	10,911	11,854	12,888	14,128	15,493	16,629	18,020	19,375	20,974
9	11,122	12,086	13,143	14,399	15,781	16,964	18,388	19,775	21,407
10	11,333	12,318	13,398	14,670	16,069	17,299	18,756	20,175	21,840
11	11,544	12,550	13,653	14,941	16,357	17,634	19,124	20,575	22,273
12	11,755	12,782	13,908	15,212	16,645	17,969	19,492	20,975	22,706
13	11,966	13,014	14,163	15,483	16,933	18,304	19,860	21,375	23,139
14	12,177	13,246	14,418	15,754	17,221	18,639	20,228	21,775	23,572
15	12,388	13,478	14,673	16,025	17,509	18,974	20,596	22,175	24,005
16	12,599	13,710	14,928	16,296	17,797	19,309	20,964	22,575	24,438
17	12,810	13,942	15,183	16,567	18,085	19,644	21,332	22,975	24,871
18	13,021	14,174	15,438	16,838	18,373	19,979	21,700	23,375	25,304
19	13,232	14,406	15,693	17,107	18,661	20,314	22,068	23,775	25,737

B. Implementation Procedures for Salary Increases 1989-1992:

1989-1990 Salary Schedule

5.72% contingent overall increase with 5.5% assured.

1. A Modified (BASE) Salary Schedule was developed utilizing the salary Range minimums and midpoint values published in the 1988 Pay Equity-Classification Report. Salary Range maximums were established at 25% above the midpoint values. All Office and Technical employees hired prior to July 1, 1989, except those whose 1988-1989 salaries exceeded the maximums of the assigned salary Range on the Modified (BASE) Schedule, were placed on the Modified (BASE) Schedule in the assigned Range and at a step equal to or closest to, but not less than their 1988-1989 salary. As a result, each employee, except those whose salaries exceeded the maximums on the Modified (BASE) Schedule, were placed on a salary schedule step.
2. The Modified (BASE) Salary Schedule step values were next increased by \$1,011 (52 week schedule) and \$700 (36 week schedule) to establish the 1989-1990 Office and Technical Salary Schedule. All employees assigned to a step on the Modified (BASE) Schedule retained the same step assignment on the 1989-1990 Salary Schedule.
3. All Classified Office and Technical employees hired prior to July 1, 1989, whose 1988-1989 salaries exceeded the maximum of the assigned Range on the Modified (BASE) Salary Schedule and were under the maximum of the 1989-1990 assigned Range, received individual salary enhancements of no more than 5.72% so long as such an increase did not place the employee's salary at a level which was greater than 2% above the maximum of the assigned Range on the 1989-1990 Salary Schedule.

Those Office and Technical employees hired prior to July 1, 1989, whose salaries are at or over the maximums of their assigned Range on the 1989-1990 Salary Schedule received a 2% increase for 1989-1990.

4. The salary implementation procedures for 1989-1990 include an overall annual increase of 5.72% with a contingency which permits the College to reduce the overall increase to a level not less than 5.5% effective January 1, 1990, if the State withholds an amount greater than the 3% being

held back by the Governor. The overall increase for 1989-90 will be adjusted on a prorata basis downward to a level which may be greater than 5.5% but less than 5.72%.

1990-1991 Salary Schedule

6% overall salary increase.

1. All Classified Office and Technical employees whose 1989-90 salary placements are on Steps 1-18 on the 1989-90 Salary Schedule shall receive a one step movement on the 1990-91 Schedule.
2. All Classified Office and Technical employees who are on Step 19 of the 1989-1990 Salary Schedule shall remain on Step 19 on the 1990-1991 Salary Schedule and receive the step enhancement amount as an increase.
3. All Classified Office and Technical employees whose salaries no longer exceed the maximum of the assigned Range on the 1990-91 Salary Schedule shall receive at a minimum a 2% increase or placement on Step 19, whichever is greater.
4. Those employees whose 1989-1990 salaries remain above the maximum of their assigned Range on the 1990-1991 Schedule will receive a 2% increase for 1990-1991.

C. Additional Compensation

An employee who is requested and assumes some of the primary performance requirements assigned to another position for a period in excess of thirty (30) working days will be eligible to receive an increase in his/her salary ranging from two (2) to ten (10) percent during the period such duties are assigned. The increase must be recommended by the employee's immediate supervisor and the appropriate Vice Chancellor or College President to the Associate Vice Chancellor for Human Resources for review, recommendations and processing to the Chancellor for his approval and recommendation to the Board of Trustees for their consideration and action.

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

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 for 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 for 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 sub-paragraph "a" of Step 5, and within the time limits there specified. The employee and the Chancellor, or his/her designee, shall attempt to find an impartial fact-finder who is mutually acceptable. In the event that they cannot agree on a mutually acceptable fact-finder, they shall jointly contact the Federal Mediation and Conciliation Service to obtain a panel of seven (7) potential fact-finders from which to select one to serve. The Chancellor, or his/her designee, and the employee shall select a fact-finder from such panel by alternately striking names from such a list or panel, with the last name 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. The parties to the Resolution are further committed to the Board of Trustees' policies regarding Equal Employment and Affirmative Action Commitment and Non-Discrimination As Related To Admissions, Educational Programs and Activities, and Fair Employment Practices.

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 College 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 for 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 non-exempt 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 of duty free 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, 1989. 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, 1992, except for re-opening 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, 1991, Local 3506 will:

- a. Provide written notice to be sent to the Associate Vice Chancellor for Human Resource Development no later than March 15, 1991 as per Article I, Section 4 of this Resolution.
- b. The re-opening request notice from Local 3506 will also include a written proposal limited to two existing articles which are mutually agreed upon by the College representative and the Unit.

Each party has the option of requesting re-opening on one existing article and other topics, but no re-opening 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, 1992, 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, 1992.