

RESOLUTION
RELATING TO
PROVISIONS OF BOARD POLICY
APPLICABLE TO
CLASSIFIED OFFICE AND TECHNICAL BARGAINING UNIT
ST. LOUIS COMMUNITY COLLEGE
1995-1996

Prepared as a Result of Discussions Between:

ST. LOUIS COMMUNITY COLLEGE

and

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

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**RESOLUTION CONCERNING CLASSIFIED OFFICE AND TECHNICAL
BARGAINING
UNIT APPROVED BY THE BOARD OF TRUSTEES, JUNE 29, 1995**

The following Resolution representing the results of the meetings, conferences, and discussions between Local 3506 Junior College District Federation of Teachers and Classified JCDFTC AFT/AFL-CIO and representatives of St. Louis Community College was presented to the Board of Trustees of St. Louis Community College in the form of a Resolution on the twenty-ninth of June, 1995 and adopted in the following form by the Board of Trustees on June 29, 1995.

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 Director of Human Resources, 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 Director of Human Resources 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 will 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 Resources 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 UNION REPRESENTATIVES

Section 1 - Number of Representatives

In dealing with the College, the Union shall be represented by three (3) Union representatives or authorized designees per location who shall be selected in any manner determined by the Union. Union representatives and designees shall be full-time Classified Office and Technical Unit employees who are Union members. The College locations at which representatives may be designated are the three (3) campuses, and the College Center.

Section 2 - Authority

The authority of a Union representative or designee shall include 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 Union representative or designee to the representative's supervisor, the Union representative shall be granted the opportunity to present and handle grievances in accordance with the grievance procedure at the earliest feasible time.

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 College-wide in a timely manner 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

A Unit employee who applies for and is awarded a promotion to a Unit position in a higher salary range shall be placed on a step in the new salary range which provides for at least a ten percent (10%) salary increase. But in no case shall the employee's salary exceed the maximum for the new range.

Section 3

All new Unit employees will normally be placed at the minimum salary for the assigned range. Based upon evidence of experience and/or competencies beyond the minimum required for the position, initial placement shall consider internal equity in compensation and may be at a step above the minimum of the range not to exceed ten percent (10%) above the minimum. In all cases, placement shall be on a step on the salary schedule.

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 procedures.

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 Classified Office and Technical Unit employee seniority lists at the end of each calendar quarter. The seniority lists shall be maintained by location and shall include employee's name, job classification, location, initial date of employment and designations indicating exempt/non-exempt status, 36 or 52 week status and whether the position is externally funded. 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 the least senior employee in an equal or lower job classification for which the senior employee qualifies according to the current College job description. The retained senior employee must be capable of performing the work required of the position.

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 eighteen (18) months.

XIII. PAID LEAVES OF ABSENCE

Section 1 - Sick Leave

- a. Sick leave shall accrue at the rate of 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 144 days or 1152 hours for 52-week employees and no more than 100 days or 800 hours for 36-week employees. No payment for accrued but unused sick leave time may be made under any circumstances.

- b. Accrued sick leave may be utilized by a full-time employee when absent due to his/her own illness or injury or when compelled to be absent due to illness or injury of an immediate family member. Members of the immediate family are hereby defined as: mother, father, step parents, foster parents, husband, wife, son, daughter, step children, foster children, brother, 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 shall be entitled to four (4) days or thirty-two (32) hours of leave without loss of pay for bereavement purposes at the time of death of an immediate family member as defined in Section 1 above when the employee must be absent from work. Additional bereavement leave shall not exceed three (3) days or twenty-four (24) hours and shall be deducted from the employee's accrued sick leave.

Section 4 - Regulations Pertaining to Paid Leaves

Deductions will be made for all time absent from work unless compensation for such absence 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 - Voluntary Early Retirement Incentive Plans

Whenever the College may deem it to be in the best interests of the institution to offer a voluntary early retirement incentive plan, full consideration will be given to full-time Unit employees and the College will seek input from the Unit with regard to any plan which might be applicable to full-time Unit employees prior to plan implementation.

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 - 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 Resources 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 - Holidays

The following days shall be considered holidays: New Year's Day, Martin Luther King Day, President's Day, Spring Holiday (2nd Friday in April), 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 (1995-1996)

A. Effective July 1, 1995, 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	15,736	16,932	18,243	19,938	21,810	23,021	24,763	26,464	28,518
2	16,053	17,281	18,625	20,345	22,242	23,529	25,317	27,065	29,169
3	16,371	17,629	19,008	20,753	22,675	24,036	25,870	27,666	29,820
4	16,688	17,977	19,391	21,161	23,108	24,544	26,423	28,267	30,471
5	17,005	18,326	19,773	21,568	23,540	25,051	26,976	28,868	31,122
6	17,322	18,674	20,156	21,976	23,973	25,559	27,530	29,469	31,773
7	17,639	19,023	20,539	22,384	24,406	26,066	28,083	30,070	32,424
8	17,957	19,371	20,922	22,791	24,838	26,574	28,636	30,672	33,075
9	18,274	19,719	21,304	23,199	25,271	27,081	29,190	31,273	33,726
10	18,591	20,068	21,687	23,607	25,703	27,589	29,743	31,874	34,377
11	18,908	20,416	22,070	24,015	26,136	28,097	30,296	32,475	35,028
12	19,225	20,765	22,452	24,422	26,569	28,604	30,849	33,076	35,679
13	19,543	21,113	22,835	24,830	27,001	29,112	31,403	33,677	36,330
14	19,860	21,461	23,218	25,238	27,434	29,619	31,956	34,278	36,981
15	20,177	21,810	23,601	25,645	27,867	30,127	32,509	34,879	37,632
16	20,494	22,158	23,983	26,053	28,299	30,634	33,063	35,481	38,283
17	20,811	22,507	24,366	26,461	28,732	31,142	33,616	36,082	38,934
18	21,129	22,855	24,749	26,868	29,165	31,649	34,169	36,683	39,585
19	21,446	23,203	25,131	27,276	29,597	32,157	34,722	37,284	40,236

FULL-TIME 36-WEEK STAFF

RANGE:	1	2	3	4	5	6	7	8	9
STEPS:									
1	10,892	11,720	12,628	13,801	15,097	15,936	17,143	18,319	19,742
2	11,112	11,961	12,893	14,083	15,397	16,285	17,525	18,735	20,192
3	11,331	12,203	13,159	14,365	15,696	16,633	17,908	19,151	20,642
4	11,551	12,444	13,424	14,647	15,996	16,982	18,291	19,567	21,093
5	11,770	12,685	13,689	14,929	16,295	17,330	18,674	19,983	21,543
6	11,990	12,927	13,954	15,210	16,595	17,678	19,056	20,399	21,993
7	12,209	13,168	14,219	15,492	16,894	18,027	19,439	20,815	22,444
8	12,428	13,409	14,485	15,774	17,194	18,375	19,822	21,231	22,894
9	12,648	13,650	14,750	16,056	17,493	18,724	20,205	21,647	23,344
10	12,867	13,892	15,015	16,338	17,793	19,072	20,587	22,063	23,795
11	13,087	14,133	15,280	16,620	18,092	19,420	20,970	22,479	24,245
12	13,306	14,374	15,545	16,901	18,392	19,769	21,353	22,895	24,695
13	13,526	14,616	15,811	17,183	18,691	20,117	21,735	23,311	25,146
14	13,745	14,857	16,076	17,465	18,991	20,466	22,118	23,727	25,596
15	13,965	15,098	16,341	17,747	19,290	20,814	22,501	24,143	26,046
16	14,184	15,339	16,606	18,029	19,590	21,162	22,884	24,559	26,497
17	14,403	15,581	16,871	18,311	19,889	21,511	23,266	24,975	26,947
18	14,623	15,822	17,137	18,593	20,189	21,859	23,649	25,391	27,397
19	14,842	16,063	17,402	18,872	20,488	22,208	24,032	25,807	27,847

B. Implementation Procedures for Salary Increases 1995-1996:

The Classified Office and Technical Unit will receive an overall four percent (4.0%) increase. This overall salary increase amount will provide increases according to the following guidelines:

1. All Classified Office and Technical Unit employees whose 1994-95 salaries are between steps on the 1994-95 salary schedule shall be placed on the next higher step on the 1994-95 salary schedule and shall remain on this same step on the 1995-96 salary schedule and shall receive the step enhancement amount only as an increase.
2. All Classified Office and Technical Unit employees whose 1994-95 salary placements are on steps 1-18 of the 1994-95 salary schedule shall receive a one (1) step movement on the 1995-96 salary schedule.
3. All Classified Office and Technical Unit employees who are on step 19 of the 1994-95 salary schedule shall remain on step 19 on the 1995-96 salary schedule and shall receive the step enhancement amount only as an increase.
4. All Classified Office and Technical Unit employees whose 1994-95 salaries remain above the maximum of their assigned range on the 1995-96 salary schedule shall receive no salary increase for 1995-96.

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 Director of 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, retro-active 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 employee assigned to a work period which begins no earlier than 11:00 a.m. and no later than 6:59 p.m. A premium of 6% (to the nearest cent) will be paid to any full-time employee assigned to a work period which begins 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 of 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.

Section 8 - Initial Filing Level

The initial filing of the grievance should occur at the lowest appropriate administrative level at which a recommendation or action has been initiated or occurred leading to the grievance.

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 Resources Department and the Union, with-in 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 Resources 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 Resources 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 Director of Human Resources 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 Director of Human Resources 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, sexual orientation, age, religion, handicap, national origin or ancestry, status as a disabled or Vietnam era veteran 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 of employment following 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. The employee shall have three (3) working days to review the evaluation and to make written comments prior to the evaluation being sent to the next administrative level. A legible copy of the evaluation shall be given to the employee.

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 at the time of suspension except when deemed by the administration to be in the best interests of the College community. 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 at 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. A supervisor shall give to an employee a copy of any document which is to be placed in the employee's personnel file.

Section 2 - Access/Copying

Access to record files is limited to the employee, personnel office staff and persons authorized by the Director of Human Resources 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 - Work Week and Work Schedules

The work week for Unit employees shall start on Sunday at 12:01 a.m. and end on Saturday at 12:00 midnight. The normal work schedule for a non-exempt Unit employee shall be eight (8) hours per day on each of five (5) days in a work week for a total of forty (40) hours per work week. All work schedules which do not fall under the definition of a normal work schedule shall be considered alternate work schedules.

Section 2 - Overtime Pay and Normal Work Schedules

All work performed in excess of eight (8) hours per day or forty (40) hours in a work week by a non-exempt Unit employee assigned to a normal work schedule shall be considered overtime work and such Unit employee shall be paid at the rate of time and one-half for each overtime hour or fraction thereof worked. Overtime pay shall not be paid twice for the same hours. Paid holidays and paid vacation time shall be considered as time worked for purposes of overtime pay eligibility.

Section 3 - Overtime Pay and Alternate Work Schedules

Overtime pay for a non-exempt Unit employee regularly assigned to an alternate work schedule shall be paid at the rate of time and one-half for all hours or fraction thereof worked in excess of forty (40) hours in a work week or for any hours or fraction thereof worked in a day in excess of the number of hours regularly assigned for that workday. Overtime pay shall not be paid twice for the same hours. Paid holidays and paid vacation time shall be considered as time worked for purposes of overtime pay eligibility.

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 Reports

After an employee has submitted a completed Attendance Report, the supervisor may make changes to the employee's report which may be necessary to ensure accurate entries for all of the time reporting categories. Employees will be informed as soon as possible of any change made and the reason for such change.

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.

Section 12 - Work Location Closing

An employee scheduled to work but who is not required to work on a day when the employee's assigned work location is declared closed due to inclement weather or other unexpected emergency shall receive pay at the straight time hourly rate for all hours the employee had been scheduled to work on such day. The employee will also be paid at the rate of time and one-half for any hours of work actually performed on such a day.

XXXI. DURATION OF RESOLUTION

This Resolution when approved by the Board of Trustees, shall be effective July 1, 1995. 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 through 11:59 p.m. on June 30, 1996. This Resolution shall, during such period, continue to govern unless amended by the Board of Trustees.

In the event Local 3506 desires to open discussions concerning the entire Resolution, with respect to the period commencing July 1, 1996, written notice, including proposals (salary and non-salary items) for discussions must be sent to the Director of Human Resources no later than March 15, 1996.