

**RESOLUTION**  
**RELATING TO**  
**PROVISIONS OF BOARD POLICY**  
**APPLICABLE TO**  
**CLASSIFIED OFFICE AND TECHNICAL BARGAINING UNIT**  
**ST. LOUIS COMMUNITY COLLEGE**  
**1996/97 - 1997/98**

**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 20, 1996**

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 twentieth of June, 1996 and adopted in the following form by the Board of Trustees on June 20, 1996.

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:

No later than February 15 of the Resolution expiration year or reopener year if applicable, Local 3506 will provide written notice to open discussions under the provisions 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 stipulated in any applicable reopener provision of the Resolution.

No later than March 1 of the Resolution expiration year or reopener year if applicable, the Union and Management teams will begin good faith discussions at mutually agreeable times and places in an effort to reach agreement on proposals and issues under consideration and to submit such agreements as joint recommendations to the Board of Trustees for their consideration and action no later than the regularly scheduled June Board meeting.

If on May 1 agreement has not been reached for joint recommendations to the Board of Trustees, either the Union or the Management team may declare an impasse in the discussions at this time or at any point at which discussions might reach an impasse after May 1 if discussions continue. An impasse may be declared by giving written notification of impasse to the appropriate representative of the other discussion team. Upon declaration of an impasse, both the Union and Management teams will submit their respective proposals and positions to the Chancellor within five (5) working days following the receipt of a written impasse notification.

The Chancellor will review these submissions and present a recommendation to the Board of Trustees. If the Board so desires, it may invite both teams to present their respective proposals and positions at an executive session of the Board.

## **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.

- a. Whenever a Unit employee has completed a Proposed Position Description Guide form after having discussed a reclassification review with his/her supervisor, the supervisor shall upon receipt of the form from the employee process the form and forward it within ten (10) working days to the next appropriate management level.

### **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, department, 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. An employee shall be entitled to one (1) day or eight (8) hours of leave without loss of pay for bereavement purposes at the time of death of a current daughter-in-law, current son-in-law or grandchild 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 participation in the College's group medical insurance plan upon retirement until age seventy (70). The emeritus staff member electing continued medical coverage would pay the full premium costs for such coverage. Continued voluntary participation in the College's life insurance plan shall be governed by the terms of the contract in effect at the time of retirement. The emeritus staff member would pay the full premium costs for such coverage. Continued participation in the College's dental plan is available in accordance with COBRA continuation privileges.
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 (1996/97-1997/98)**

A. Effective July 1, 1996, 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	16,202	17,428	18,774	20,524	22,458	23,677	25,466	27,210	29,319
2	16,444	17,694	19,064	20,835	22,791	24,057	25,877	27,655	29,801
3	16,775	18,059	19,463	21,261	23,243	24,588	26,456	28,283	30,482
4	17,108	18,422	19,863	21,687	23,695	25,118	27,034	28,911	31,162
5	17,439	18,786	20,264	22,113	24,148	25,648	27,612	29,539	31,842
6	17,770	19,151	20,663	22,539	24,599	26,178	28,190	30,167	32,522
7	18,101	19,514	21,063	22,965	25,052	26,709	28,769	30,795	33,203
8	18,433	19,879	21,463	23,391	25,504	27,239	29,347	31,423	33,883
9	18,765	20,243	21,863	23,817	25,956	27,770	29,925	32,052	34,563
10	19,096	20,606	22,263	24,243	26,408	28,300	30,504	32,680	35,244
11	19,428	20,971	22,663	24,669	26,860	28,831	31,081	33,308	35,924
12	19,759	21,335	23,063	25,096	27,312	29,361	31,659	33,936	36,604
13	20,090	21,699	23,462	25,521	27,765	29,891	32,237	34,564	37,285
14	20,422	22,063	23,863	25,947	28,216	30,422	32,816	35,192	37,965
15	20,754	22,427	24,263	26,374	28,669	30,952	33,394	35,821	38,645
16	21,085	22,791	24,663	26,799	29,121	31,483	33,972	36,449	39,325
17	21,416	23,155	25,062	27,225	29,572	32,013	34,551	37,078	40,006
18	21,747	23,520	25,462	27,652	30,025	32,543	35,129	37,706	40,686
19	22,080	23,883	25,863	28,077	30,477	33,073	35,707	38,334	41,366

**FULL-TIME 36-WEEK STAFF**

RANGE:	1	2	3	4	5	6	7	8	9
STEPS:									
1	11,214	12,063	12,995	14,210	15,545	16,392	17,628	18,836	20,297
2	11,382	12,247	13,196	14,422	15,776	16,653	17,914	19,143	20,630
3	11,612	12,499	13,473	14,717	16,090	17,018	18,314	19,578	21,101
4	11,841	12,752	13,751	15,011	16,402	17,381	18,714	20,013	21,571
5	12,071	13,004	14,028	15,306	16,716	17,746	19,114	20,448	22,042
6	12,300	13,256	14,305	15,601	17,028	18,110	19,514	20,882	22,512
7	12,530	13,509	14,582	15,894	17,342	18,474	19,914	21,317	22,983
8	12,758	13,761	14,859	16,189	17,654	18,838	20,314	21,752	23,454
9	12,987	14,012	15,137	16,484	17,968	19,202	20,714	22,186	23,924
10	13,217	14,264	15,414	16,779	18,280	19,567	21,114	22,621	24,394
11	13,446	14,517	15,691	17,073	18,594	19,930	21,513	23,056	24,866
12	13,676	14,769	15,968	17,368	18,906	20,294	21,914	23,491	25,336
13	13,905	15,021	16,245	17,662	19,220	20,659	22,314	23,925	25,806
14	14,135	15,274	16,522	17,956	19,532	21,022	22,713	24,360	26,278
15	14,364	15,526	16,799	18,251	19,846	21,387	23,113	24,795	26,748
16	14,593	15,777	17,076	18,546	20,158	21,751	23,514	25,229	27,218
17	14,822	16,029	17,353	18,840	20,472	22,114	23,914	25,664	27,689
18	15,051	16,282	17,630	19,135	20,784	22,479	24,313	26,099	28,160
19	15,281	16,534	17,908	19,430	21,098	22,843	24,713	26,534	28,630

Effective July 1, 1997, 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	16,596	17,850	19,223	21,023	23,010	24,229	26,057	27,836	29,990
2	16,850	18,125	19,525	21,345	23,356	24,624	26,485	28,298	30,492
3	17,102	18,402	19,827	21,668	23,703	25,019	26,912	28,761	30,993
4	17,446	18,781	20,242	22,111	24,173	25,572	27,514	29,414	31,701
5	17,792	19,159	20,658	22,554	24,643	26,123	28,115	30,067	32,408
6	18,137	19,537	21,075	22,998	25,114	26,674	28,716	30,721	33,116
7	18,481	19,917	21,490	23,441	25,583	27,225	29,318	31,374	33,823
8	18,825	20,295	21,906	23,884	26,054	27,777	29,920	32,027	34,531
9	19,170	20,674	22,322	24,327	26,524	28,329	30,521	32,680	35,238
10	19,516	21,053	22,738	24,770	26,994	28,881	31,122	33,334	35,946
11	19,860	21,430	23,154	25,213	27,464	29,432	31,724	33,987	36,654
12	20,205	21,810	23,570	25,656	27,934	29,984	32,324	34,640	37,361
13	20,549	22,188	23,986	26,100	28,404	30,535	32,925	35,293	38,068
14	20,894	22,567	24,400	26,542	28,876	31,087	33,526	35,947	38,776
15	21,239	22,946	24,818	26,985	29,345	31,639	34,129	36,600	39,484
16	21,584	23,324	25,234	27,429	29,816	32,190	34,730	37,254	40,191
17	21,928	23,703	25,650	27,871	30,286	32,742	35,331	37,907	40,898
18	22,273	24,081	26,064	28,314	30,755	33,294	35,933	38,561	41,606
19	22,617	24,461	26,480	28,758	31,226	33,845	36,534	39,214	42,313

**FULL-TIME 36-WEEK STAFF**

RANGE:	1	2	3	4	5	6	7	8	9
STEPS:									
1	11,487	12,354	13,306	14,554	15,926	16,776	18,037	19,269	20,762
2	11,663	12,546	13,515	14,778	16,167	17,048	18,333	19,589	21,109
3	11,837	12,737	13,724	14,999	16,407	17,319	18,631	19,909	21,455
4	12,076	12,999	14,012	15,306	16,734	17,699	19,047	20,361	21,945
5	12,315	13,262	14,301	15,611	17,058	18,076	19,463	20,814	22,434
6	12,554	13,524	14,589	15,918	17,385	18,456	19,879	21,266	22,924
7	12,792	13,786	14,877	16,225	17,709	18,834	20,295	21,717	23,412
8	13,031	14,049	15,165	16,530	18,036	19,213	20,711	22,170	23,902
9	13,268	14,311	15,453	16,837	18,360	19,592	21,127	22,622	24,392
10	13,506	14,572	15,742	17,143	18,687	19,970	21,543	23,073	24,881
11	13,746	14,835	16,031	17,450	19,011	20,350	21,959	23,526	25,370
12	13,984	15,098	16,319	17,756	19,338	20,727	22,374	23,978	25,861
13	14,223	15,360	16,607	18,063	19,662	21,106	22,791	24,431	26,349
14	14,461	15,622	16,895	18,368	19,989	21,485	23,207	24,882	26,838
15	14,700	15,885	17,183	18,674	20,313	21,863	23,622	25,334	27,329
16	14,939	16,147	17,471	18,981	20,640	22,242	24,038	25,787	27,818
17	15,177	16,408	17,762	19,288	20,964	22,621	24,455	26,238	28,307
18	15,415	16,670	18,047	19,594	21,291	22,999	24,871	26,691	28,797
19	15,653	16,933	18,335	19,900	21,615	23,378	25,286	27,143	29,286

**B. Implementation Procedures for Salary Increases 1996-1997 and 1997-98:**

**1996-97 SALARY INCREASE**

The Classified Office and Technical Unit will receive an overall four and one-half percent (4.5%) increase. This overall salary increase amount will provide increases according to the following guidelines:

1. All Classified Office and Technical Unit employees whose 1995-96 salaries are between steps on the 1995-96 salary schedule shall be placed on the next higher step on the 1995-96 salary schedule and shall remain on this same step on the 1996-97 salary schedule and shall receive the step enhancement amount only as an increase.
2. All Classified Office and Technical Unit employees whose 1995-96 salary placements are on steps 1-18 of the 1995-96 salary schedule shall receive a one (1) step movement on the 1996-97 salary schedule.
3. All Classified Office and Technical Unit employees who are on step 19 of the 1995-96 salary schedule shall remain on step 19 on the 1996-97 salary schedule and shall receive the step enhancement amount only as an increase.
4. All Classified Office and Technical Unit employees whose 1995-96 salaries remain above the maximum of their assigned range on the 1996-97 salary schedule shall receive no salary increase for 1996-97.
5. Funds which remain from the allocated overall salary increase amount as a result of some employees being ineligible to receive a full 4.5% increase in 1996-97 will be distributed in an equal dollar amount to all 52-week and proportionately to all 36-week Unit employees whose salary is below the maximum of the assigned 1996-97 salary range. This equal dollar amount will be paid in a single lump sum to eligible Unit employees on or before September 30, 1996.

**1997-1998 SALARY INCREASE**

The Classified Office and Technical Unit will receive an overall four percent (4.0%) increase. Application of the 1997-98 salary increase shall be made in the same manner as the application of the 1996-97 salary increase.

**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, 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 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.

### Section 4 - Additional Compensation for Teaching and Coaching Activities.

Full-time Unit employees may receive additional compensation for teaching and coaching activities for a maximum of nine (9) semester credit hours or the equivalent contact hours per semester, summer session or intersession not to exceed a total of eighteen (18) credit hours or the equivalent per fiscal year. The President of each campus or, in the case of the College Center, the Chancellor, will approve of this activity and certify that it will not interfere with the individual's full discharge of his/her regular position responsibilities.

## **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 completed evaluation shall be returned 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, 1996. 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, 1998. 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, 1998, written notice, including proposals (salary and non-salary items) for discussions must be sent to the Director of Human Resources no later than February 15, 1998.

