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**RESOLUTION**

relating to

**PROVISIONS OF BOARD POLICY**

applicable to

**CLASSIFIED OFFICE AND TECHNICAL BARGAINING UNIT**

**ST. LOUIS COMMUNITY COLLEGE**

**1998/1999 - 1999/2000**

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**

**UPDATED FOR: 7-1-99**

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## **RESOLUTION**

**Concerning Classified Office & Technical Bargaining Unit  
Approved by the Board of Trustees**

June 22, 1998

## **PREAMBLE**

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 second of June, 1998 and adopted in the following form by the Board of Trustees on June 22, 1998.

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.

# **ARTICLE 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.

## **ARTICLE 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. The aggregate deductions of all employees shall be remitted, together with an itemized statement which includes member's social security number, name, campus location and department 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.

## **ARTICLE 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.

## **ARTICLE 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.

## **ARTICLE 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.

## **ARTICLE 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.

## **ARTICLE VII. 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.

## **ARTICLE 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.

## **Section 4**

If a particular 36-week position is changed to a 52-week position by the College, the incumbent employee in the 36-week position shall be given the first opportunity to be placed in the new position. If, however, the incumbent declines this opportunity, the 52-week position will be filled in accordance with the provisions of section 1 of this Article and the employee will be treated in accordance with Article XII.

# **ARTICLE 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.
- b. Affected employees will be notified in a timely manner of the results of the classification review process.

## **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.

# **ARTICLE X. PROBATIONARY EMPLOYEES**

## **Section 1 - Definition**

All full-time Unit employees shall be probationary employees for the first one hundred and eighty (180) calendar days of employment. If an employee is absent on scheduled workdays during this

probationary period, the period will be extended so that an employee will serve at least a probationary period of one hundred and eighty (180) days.

### **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.

## **ARTICLE 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.

## **ARTICLE 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.

## **ARTICLE 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 and for the 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.

## **ARTICLE 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.

## **ARTICLE 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.

## **ARTICLE 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.

## **ARTICLE 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.

## ARTICLE 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 September 1 of each year, the number of vacation days which may be carried forward may not exceed a maximum of twice the normal year's vacation accrual.

It is expected that an employee provide at least fourteen (14) calendar days prior notice of resignation.

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.

- 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.

# **ARTICLE 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 (as designated in the academic calendar), 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.

**ARTICLE XXI**

**WAGES (1998/1999 - 1999/2000)**

A. Effective July 1, 1998, the salary schedule shall be as follows:

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

<b>RANGE:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>STEPS:</b>									
<b>1</b>	16,998	18,275	19,679	21,528	23,569	24,789	26,654	28,468	30,668
<b>2</b>	17,260	18,564	19,992	21,864	23,930	25,198	27,099	28,949	31,190
<b>3</b>	17,524	18,850	20,306	22,199	24,290	25,609	27,544	29,430	31,712
<b>4</b>	17,786	19,138	20,620	22,535	24,651	26,020	27,988	29,911	32,233
<b>5</b>	18,144	19,532	21,052	22,995	25,140	26,595	28,615	30,591	32,969
<b>6</b>	18,504	19,925	21,484	23,456	25,629	27,168	29,240	31,270	33,704
<b>7</b>	18,862	20,318	21,918	23,918	26,119	27,741	29,865	31,950	34,441
<b>8</b>	19,220	20,714	22,350	24,379	26,606	28,314	30,491	32,629	35,176
<b>9</b>	19,578	21,107	22,782	24,839	27,096	28,888	31,117	33,308	35,912
<b>10</b>	19,937	21,501	23,215	25,300	27,585	29,462	31,742	33,987	36,648
<b>11</b>	20,297	21,895	23,648	25,761	28,074	30,036	32,367	34,667	37,384
<b>12</b>	20,654	22,287	24,080	26,222	28,563	30,609	32,993	35,346	38,120
<b>13</b>	21,013	22,682	24,513	26,682	29,051	31,183	33,617	36,026	38,855
<b>14</b>	21,371	23,076	24,945	27,144	29,540	31,756	34,242	36,705	39,591
<b>15</b>	21,730	23,470	25,376	27,604	30,031	32,330	34,867	37,385	40,327
<b>16</b>	22,089	23,864	25,811	28,064	30,519	32,905	35,494	38,064	41,063
<b>17</b>	22,447	24,257	26,243	28,526	31,009	33,478	36,119	38,744	41,799
<b>18</b>	22,805	24,651	26,676	28,986	31,497	34,052	36,744	39,423	42,534
<b>19</b>	23,164	25,044	27,107	29,447	31,985	34,626	37,370	40,103	43,270

**FULL-TIME 36-WEEK STAFF**

<b>RANGE:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>STEPS:</b>									
<b>1</b>	11,765	12,649	13,621	14,903	16,315	17,164	18,450	19,706	21,231
<b>2</b>	11,946	12,848	13,838	15,136	16,563	17,447	18,758	20,040	21,592
<b>3</b>	12,130	13,048	14,056	15,369	16,814	17,730	19,066	20,373	21,953
<b>4</b>	12,310	13,246	14,273	15,599	17,063	18,012	19,376	20,705	22,313
<b>5</b>	12,559	13,519	14,572	15,918	17,403	18,407	19,809	21,175	22,823
<b>6</b>	12,808	13,792	14,873	16,235	17,740	18,799	20,242	21,647	23,331
<b>7</b>	13,056	14,065	15,173	16,555	18,080	19,194	20,674	22,117	23,841
<b>8</b>	13,304	14,337	15,472	16,874	18,417	19,587	21,107	22,586	24,348
<b>9</b>	13,552	14,611	15,772	17,191	18,757	19,982	21,539	23,057	24,858
<b>10</b>	13,799	14,883	16,071	17,510	19,094	20,376	21,972	23,527	25,368
<b>11</b>	14,046	15,155	16,372	17,829	19,434	20,769	22,405	23,996	25,876
<b>12</b>	14,296	15,428	16,672	18,148	19,771	21,164	22,837	24,467	26,385
<b>13</b>	14,543	15,702	16,972	18,466	20,112	21,556	23,269	24,937	26,895
<b>14</b>	14,792	15,974	17,271	18,786	20,448	21,950	23,703	25,408	27,403
<b>15</b>	15,039	16,247	17,571	19,103	20,789	22,344	24,135	25,877	27,912
<b>16</b>	15,288	16,520	17,870	19,421	21,126	22,738	24,567	26,347	28,422
<b>17</b>	15,537	16,793	18,170	19,740	21,466	23,132	25,000	26,818	28,931
<b>18</b>	15,784	17,064	18,472	20,060	21,803	23,526	25,433	27,288	29,439
<b>19</b>	16,032	17,337	18,769	20,378	22,143	23,919	25,866	27,759	29,949

Effective July 1, 1999, the salary schedule shall be as follows:

**FULL-TIME 52 -WEEK STAFF**

<b>RANGE:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>STEPS:</b>									
<b>1</b>	17,404	18,708	20,141	<b>22,038*</b>	24,137	25,354	27,256	29,106	31,352
<b>2</b>	17,678	19,006	20,466	22,389	24,512	25,781	27,720	29,607	31,895
<b>3</b>	17,950	19,307	20,792	22,739	24,887	26,206	28,183	30,107	32,438
<b>4</b>	18,225	19,604	21,118	23,087	25,262	26,633	28,646	30,607	32,980
<b>5</b>	18,498	19,904	21,445	23,436	25,637	27,061	29,108	31,107	33,522
<b>6</b>	18,870	20,313	21,894	23,915	26,146	27,659	29,759	31,815	34,288
<b>7</b>	19,244	20,722	22,343	24,394	26,654	28,255	30,410	32,521	35,052
<b>8</b>	19,616	21,131	22,795	24,875	27,164	28,851	31,060	33,228	35,819
<b>9</b>	19,989	21,543	23,244	25,354	27,670	29,447	31,711	33,934	36,583
<b>10</b>	20,361	21,951	23,693	25,833	28,180	30,044	32,362	34,640	37,348
<b>11</b>	20,734	22,361	24,144	26,312	28,688	30,640	33,012	35,346	38,114
<b>12</b>	21,109	22,771	24,594	26,791	29,197	31,237	33,662	36,054	38,879
<b>13</b>	21,480	23,178	25,043	27,271	29,706	31,833	34,313	36,760	39,645
<b>14</b>	21,854	23,589	25,494	27,749	30,213	32,430	34,962	37,467	40,409
<b>15</b>	22,226	23,999	25,943	28,230	30,722	33,026	35,612	38,173	41,175
<b>16</b>	22,599	24,409	26,391	28,708	31,232	33,623	36,262	38,880	41,940
<b>17</b>	22,973	24,819	26,843	29,187	31,740	34,221	36,914	39,587	42,706
<b>18</b>	23,345	25,227	27,293	29,667	32,249	34,817	37,564	40,294	43,471
<b>19</b>	23,717	25,637	27,743	30,145	32,757	35,414	38,214	41,000	44,235

**FULL-TIME 36-WEEK STAFF**

<b>RANGE:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>STEPS:</b>									
<b>1</b>	12,046	<b>12,948*</b>	13,941	15,258	16,707	17,557	18,867	20,167	21,706
<b>2</b>	12,236	13,155	14,166	15,499	16,968	17,851	19,188	20,494	22,080
<b>3</b>	12,424	13,362	14,392	15,741	17,226	18,145	19,508	20,842	22,456
<b>4</b>	12,615	13,570	14,618	15,984	17,487	18,439	19,829	21,188	22,831
<b>5</b>	12,802	13,776	14,844	16,223	17,746	18,732	20,151	21,533	23,206
<b>6</b>	13,061	14,060	15,155	16,555	18,099	19,143	20,601	22,022	23,736
<b>7</b>	13,320	14,344	15,468	16,884	18,450	19,551	21,052	22,513	24,264
<b>8</b>	13,578	14,628	15,780	17,217	18,803	19,962	21,501	23,002	24,795
<b>9</b>	13,836	14,910	16,091	17,549	19,154	20,370	21,951	23,489	25,322
<b>10</b>	14,094	15,195	16,403	17,879	19,507	20,781	22,401	23,979	25,852
<b>11</b>	14,351	15,478	16,714	18,210	19,858	21,191	22,851	24,468	26,383
<b>12</b>	14,608	15,761	17,027	18,542	20,211	21,600	23,301	24,956	26,911
<b>13</b>	14,868	16,045	17,339	18,874	20,562	22,011	23,750	25,446	27,440
<b>14</b>	15,125	16,330	17,651	19,205	20,916	22,418	24,200	25,934	27,971
<b>15</b>	15,384	16,613	17,962	19,537	21,266	22,828	24,651	26,424	28,499
<b>16</b>	15,641	16,897	18,274	19,867	21,621	23,238	25,100	26,912	29,028
<b>17</b>	15,900	17,181	18,585	20,198	21,971	23,648	25,550	27,401	29,559
<b>18</b>	16,158	17,465	18,897	20,530	22,325	24,057	26,000	27,891	30,088
<b>19</b>	16,415	17,747	19,211	20,862	22,675	24,467	26,450	28,380	30,617

\* Revision to previous chart

B. Implementation Procedures for Salary Increases 1998-1999 and 1999-2000:

1998-1999 SALARY INCREASE

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 1997-98 salaries are between steps on the 1997-98 salary schedule shall be placed on the next higher step on the 1997-98 salary schedule and shall remain on this same step on the 1998-1999 salary schedule and shall receive the step enhancement amount only as an increase.
2. All Classified Office and Technical Unit employees whose 1997-98 salary placements are on steps 1-18 of the 1997-98 salary schedule shall receive a one (1) step movement on the 1998-1999 salary schedule.
3. All Classified Office and Technical Unit employees who are on step 19 of the 1997-98 salary schedule shall remain on step 19 on the 1998-1999 salary schedule and shall receive the step enhancement amount only as an increase.
4. All Classified Office and Technical Unit employees whose 1997-98 salaries remain above the maximum of their assigned range on the 1998-1999 salary schedule shall receive no salary increase for 1998-1999.
5. Funds which remain from the allocated overall salary increase amount as a result of some employees being ineligible to receive a full four percent (4.0%) increase in 1998-1999 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 1998-1999 salary range. This equal dollar amount will be paid in a single lump sum to eligible Unit employees on or before September 30, 1998.

1999-2000 SALARY INCREASE

The Classified Office and Technical Unit will receive an overall four percent (4.0%) increase. Application of the 1999-2000 salary increase shall be made in the same manner as the application of the 1998-1999 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/her approval and recommendation to the Board of Trustees for their consideration and action.

D. 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.

## **ARTICLE 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.

## **ARTICLE 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, the employee may exercise one of the following alternatives. All grievances may be appealed using alternative a. Grievances involving dismissal may be appealed using alternative b only with the written mutual consent of the Chancellor.

- 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. However, when a grievance would otherwise constitute a contested case as defined by section 536.010(2) RSMo, the Board of Trustees will conduct a hearing on the grievance. 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 and only with the written consent



of the Chancellor to utilize this alternative. 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.

## **ARTICLE 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.

## **ARTICLE 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.

## **ARTICLE XXVI. EMPLOYEE REVIEW**

Each employee's performance will be reviewed prior to the completion of the first one hundred and eighty (180) calendar days 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 by the end of the above stated period of review.

## **ARTICLE 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.

## **ARTICLE 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.

## **ARTICLE 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.

## **ARTICLE 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.

**ARTICLE XXXI. DURATION OF RESOLUTION**

This Resolution when approved by the Board of Trustees, shall be effective July 1, 1998. 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, 2000. 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, 2000, 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, 2000.