

RESOLUTION

relating to

PROVISIONS OF BOARD POLICY

applicable to

CLASSIFIED OFFICE AND TECHNICAL BARGAINING UNIT

ST. LOUIS COMMUNITY COLLEGE

2004-2005, 2005-2006, 2006-2007

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 & Technical Bargaining Unit
Approved by the Board of Trustees

June 17, 2004

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 seventeenth of June, 2004 and adopted in the following form by the Board of Trustees on June 17, 2004.

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 15 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 15 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. The Union will maintain and provide to the College a current list of active union representatives

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 or employing the applicant who, in the College's judgment, is the best qualified.
- b. Make every attempt to promote qualified non-probationary 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. A Unit employee who is promoted to a Non-Unit position shall be moved to the minimum of his/her new range or given a salary increase of 2.5%-3.5% (as determined by the Human Resources Department) whichever is greater. 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. The College will endeavor to ensure that the form reaches the Human Resources department within a reasonable time (normally not to exceed 60 working days) following initial submission. The Human Resources department will send an acknowledgement to the employee when the form is received.
- b. Affected employees will be notified in a timely manner of the results of the classification review process. This notification will be in writing and be sent by the Human Resources Department

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

Non-probationary 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 - Notice of Layoff

The College will provide at least thirty (30) calendar days written notice of layoff to any Unit employee and, whenever possible, provide a forty-five (45) day calendar notice.

Section 2 - 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. Non-probationary 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 3 - Displacement

All full-time non-probationary 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 4 - 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 180 days or 1440 hours for 52-week employees and no more than 125 days or 1000 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 Unit employee is eligible to apply for and may be granted an unpaid leave of absence after completing one (1) year of full-time employment with the College. A written request for such leave must be submitted by the employee to his/her supervisor thirty (30) days in advance of the start of such leave. In the event of an emergency, this notification requirement may be waived. Unpaid leaves for less than two (2) weeks may be approved by the employee's Campus President, Vice Chancellor or Chancellor as appropriate; an unpaid leave for more than two (2) consecutive weeks must be approved by the Board of Trustees. Such unpaid leave, if approved, shall not exceed one hundred and eighty (180) calendar days. The College and the Board of Trustees may consider a request for an extension of an unpaid leave for a Unit employee who has been employed full-time for at least three (3) years of continuous service at the time the unpaid leave period began. In no case will unpaid leave be approved for more than a total of three hundred and sixty five (365) calendar days. Any unpaid leave of absence shall run concurrently with any unpaid leave provided under the Family & Medical Leave Act.

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 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 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 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 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 non-probationary non-certificated employees are required to participate in the retirement plan for non-certificated employees.

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.. The emeritus staff member electing continued medical coverage would pay the full premium costs for such coverage. An emeritus staff member shall have up to one year from retirement (effective date of leaving the College) to elect to continue in the medical plan. If this election is exercised after the COBRA entitlement period, coverage would become effective on the date of enrollment if the coverage had lapsed since his/her retirement. 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 non-probationary 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. An employee shall receive from his/her supervisor a written response of approval or denial within ten (10) working days following submission of a vacation request. In the event a department sets a specific date for submission of all vacation requests, the supervisor shall provide a response to each employee within ten (10) working days following such date.

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 2004-2005, 2005-2006, 2006-2007

A.

**CLASSIFIED UNIT SALARY SCHEDULE
FULL TIME 52 WEEK STAFF**

RANGE STEPS	2004-2005								
	1	2	3	4	5	6	7	8	9
1	19,159	20,585	22,148	24,248	26,581	27,845	29,923	31,938	34,399
2	19,346	20,786	22,364	24,485	26,841	28,117	30,215	32,250	34,735
3	19,538	20,992	22,586	24,728	27,107	28,395	30,514	32,569	35,079
4	19,826	21,301	22,920	25,094	27,507	28,815	30,965	33,051	35,597
5	20,148	21,652	23,302	25,508	27,949	29,316	31,511	33,643	36,235
6	20,469	22,002	23,688	25,920	28,387	29,819	32,056	34,232	36,873
7	20,791	22,353	24,070	26,331	28,829	30,320	32,601	34,821	37,513
8	21,111	22,707	24,454	26,744	29,269	30,820	33,145	35,408	38,150
9	21,434	23,057	24,838	27,151	29,711	31,323	33,691	35,996	38,788
10	21,756	23,409	25,222	27,563	30,151	31,826	34,234	36,584	39,426
11	22,193	23,891	25,750	28,127	30,751	32,530	35,000	37,418	40,327
12	22,634	24,371	26,278	28,690	31,348	33,230	35,764	38,248	41,224
13	23,071	24,851	26,810	29,255	31,948	33,931	36,529	39,080	42,127
14	23,510	25,337	27,337	29,819	32,542	34,633	37,294	39,910	43,025
15	23,946	25,816	27,866	30,382	33,142	35,335	38,060	40,741	43,925
16	24,385	26,298	28,395	30,945	33,740	36,037	38,825	41,570	44,827
17	24,826	26,781	28,925	31,510	34,339	36,737	39,589	42,403	45,725
18	25,263	27,259	29,454	32,073	34,937	37,438	40,356	43,233	46,627
19	25,702	27,743	29,984	32,636	35,535	38,141	41,117	44,066	47,525
20	26,156	28,257	30,562	33,229	36,137	38,962	42,028	45,070	48,622

2005-2006

FULL-TIME 52 WEEK STAFF

RANGE STEPS	1	2	3	4	5	6	7	8	9
1	\$19,590	\$21,048	\$22,647	\$24,794	\$27,179	\$28,472	\$30,596	\$32,657	\$35,173
2	19,782	21,254	22,868	25,036	27,445	28,750	30,895	32,976	35,517
3	19,975	21,461	23,091	25,281	27,713	29,031	31,197	33,298	35,863
4	20,173	21,674	23,320	25,532	27,988	29,318	31,506	33,628	36,219
5	20,470	21,994	23,665	25,909	28,401	29,752	31,971	34,125	36,754
6	20,803	22,356	24,059	26,337	28,857	30,269	32,535	34,736	37,413
7	21,134	22,717	24,458	26,762	29,310	30,789	33,098	35,344	38,071
8	21,466	23,079	24,852	27,187	29,766	31,306	33,661	35,952	38,732
9	21,797	23,445	25,249	27,614	30,220	31,822	34,222	36,559	39,390
10	22,131	23,806	25,645	28,034	30,676	32,341	34,786	37,166	40,048
11	22,463	24,169	26,042	28,459	31,130	32,861	35,346	37,773	40,708
12	22,915	24,667	26,587	29,041	31,750	33,587	36,137	38,634	41,637
13	23,369	25,163	27,132	29,623	32,367	34,310	36,927	39,491	42,564
14	23,821	25,659	27,681	30,206	32,987	35,034	37,716	40,350	43,496
15	24,274	26,160	28,226	30,789	33,600	35,759	38,506	41,207	44,423
16	24,724	26,655	28,772	31,370	34,219	36,483	39,297	42,065	45,353
17	25,178	27,153	29,318	31,951	34,837	37,208	40,087	42,921	46,284
18	25,633	27,651	29,865	32,534	35,455	37,931	40,875	43,781	47,211
19	26,084	28,145	30,411	33,115	36,073	38,655	41,667	44,638	48,142
20	26,744	28,892	31,250	33,977	36,950	39,839	42,974	46,084	49,716

2006-2007

FULL-TIME 52 WEEK STAFF

RANGE STEPS	1	2	3	4	5	6	7	8	9
1	\$20,080	\$21,574	\$23,213	\$25,414	\$27,859	\$29,183	\$31,361	\$33,473	\$36,052
2	20,276	21,785	23,439	25,662	28,131	29,468	31,667	33,800	36,404
3	20,474	21,998	23,668	25,913	28,406	29,756	31,977	34,130	36,760
4	20,674	22,213	23,899	26,166	28,683	30,047	32,289	34,463	37,119
5	20,879	22,433	24,136	26,426	28,967	30,344	32,608	34,805	37,487
6	21,187	22,763	24,493	26,816	29,395	30,793	33,090	35,319	38,040
7	21,531	23,138	24,901	27,258	29,867	31,329	33,673	35,952	38,722
8	21,874	23,512	25,314	27,699	30,335	31,866	34,256	36,581	39,404
9	22,218	23,887	25,722	28,139	30,808	32,401	34,839	37,210	40,087
10	22,560	24,265	26,132	28,580	31,278	32,936	35,420	37,839	40,769
11	22,905	24,639	26,543	29,015	31,750	33,473	36,004	38,467	41,450
12	23,249	25,015	26,953	29,455	32,220	34,011	36,583	39,095	42,132
13	23,717	25,531	27,517	30,058	32,862	34,763	37,402	39,987	43,095
14	24,187	26,044	28,081	30,659	33,500	35,511	38,219	40,874	44,054
15	24,654	26,557	28,650	31,263	34,141	36,260	39,037	41,762	45,018
16	25,124	27,076	29,214	31,866	34,776	37,010	39,854	42,649	45,978
17	25,590	27,588	29,779	32,468	35,417	37,760	40,672	43,537	46,940
18	26,059	28,103	30,344	33,069	36,056	38,510	41,490	44,423	47,904
19	26,530	28,619	30,910	33,672	36,696	39,259	42,306	45,313	48,864
20	27,413	29,615	32,031	34,826	37,873	40,835	44,048	47,236	50,959

**FULL-TIME 36-WEEK STAFF
2004-2005**

RANGE STEP	1	2	3	4	5	6	7	8	9
1	\$13,261	\$14,246	\$15,328	\$16,788	\$18,397	\$19,286	\$20,713	\$22,129	\$23,816
2	13,390	14,385	15,477	16,952	18,577	19,474	20,915	22,345	24,048
3	13,523	14,528	15,630	17,120	18,760	19,667	21,122	22,567	24,286
4	13,723	14,743	15,861	17,373	19,038	19,958	21,434	22,900	24,645
5	13,944	14,986	16,128	17,659	19,344	20,303	21,813	23,311	25,087
6	14,167	15,229	16,396	17,945	19,649	20,648	22,190	23,719	25,528
7	14,390	15,471	16,661	18,229	19,957	20,995	22,567	24,104	25,969
8	14,612	15,715	16,927	18,514	20,260	21,341	22,944	24,513	26,410
9	14,837	15,960	17,192	18,798	20,565	21,687	23,321	24,919	26,852
10	15,057	16,202	17,459	19,080	20,871	22,030	23,699	25,325	27,292
11	15,360	16,536	17,823	19,470	21,286	22,514	24,229	25,900	27,915
12	15,666	16,871	18,192	19,856	21,700	22,994	24,759	26,479	28,537
13	15,969	17,204	18,558	20,249	22,114	23,476	25,287	27,053	29,161
14	16,273	17,535	18,925	20,639	22,527	23,957	25,816	27,626	29,781
15	16,576	17,871	19,291	21,028	22,941	24,440	26,346	28,202	30,404
16	16,878	18,204	19,657	21,417	23,355	24,924	26,875	28,777	31,029
17	17,180	18,536	20,025	21,807	23,770	25,404	27,404	29,350	31,649
18	17,487	18,870	20,393	22,198	24,182	25,887	27,932	29,928	32,273
19	17,788	19,205	20,759	22,587	24,600	26,367	28,462	30,501	32,897
20	18,084	19,541	21,138	22,973	24,990	26,897	29,060	31,166	33,620

**FULL-TIME 36-WEEK STAFF
2005-2006**

RANGE STEP	1	2	3	4	5	6	7	8	9
1	\$13,559	\$14,567	\$15,673	\$17,166	\$18,811	\$19,720	\$21,179	\$22,627	\$24,352
2	13,692	14,709	15,826	17,334	18,995	19,913	21,386	22,849	24,590
3	13,825	14,853	15,980	17,503	19,180	20,107	21,595	23,072	24,830
4	13,962	15,000	16,138	17,676	19,370	20,306	21,809	23,300	25,076
5	14,169	15,222	16,377	17,938	19,656	20,606	22,131	23,644	25,446
6	14,398	15,473	16,652	18,233	19,973	20,963	22,522	24,069	25,902
7	14,628	15,724	16,929	18,528	20,287	21,319	22,911	24,490	26,358
8	14,858	15,974	17,202	18,821	20,605	21,677	23,301	24,887	26,813
9	15,087	16,225	17,477	19,115	20,918	22,034	23,689	25,309	27,268
10	15,319	16,479	17,751	19,409	21,234	22,391	24,079	25,729	27,724
11	15,546	16,728	18,026	19,700	21,549	22,746	24,469	26,148	28,179
12	15,859	17,073	18,402	20,103	21,978	23,246	25,016	26,742	28,822
13	16,175	17,419	18,783	20,502	22,405	23,741	25,564	27,339	29,464
14	16,488	17,764	19,161	20,907	22,833	24,239	26,109	27,932	30,109
15	16,801	18,105	19,540	21,310	23,259	24,736	26,655	28,524	30,749
16	17,115	18,452	19,918	21,711	23,687	25,234	27,202	29,119	31,392
17	17,427	18,795	20,296	22,113	24,114	25,734	27,749	29,713	32,038
18	17,739	19,139	20,676	22,516	24,542	26,230	28,295	30,304	32,678
19	18,055	19,484	21,055	22,919	24,968	26,728	28,840	30,900	33,322
20	18,491	19,981	21,613	23,490	25,552	27,502	29,714	31,867	34,376

**FULL-TIME 36-WEEK STAFF
2006-2007**

RANGE STEP	1	2	3	4	5	6	7	8	9
1	\$13,898	\$14,931	\$16,064	\$17,595	\$19,281	\$20,213	\$21,708	\$23,193	\$24,961
2	14,034	15,077	16,221	17,767	19,469	20,410	21,920	23,419	25,204
3	14,171	15,224	16,380	17,941	19,660	20,610	22,135	23,648	25,451
4	14,309	15,373	16,540	18,116	19,852	20,811	22,351	23,879	25,699
5	14,451	15,525	16,703	18,295	20,048	21,017	22,572	24,115	25,953
6	14,665	15,754	16,950	18,565	20,344	21,327	22,905	24,472	26,337
7	14,902	16,015	17,235	18,871	20,672	21,697	23,310	24,911	26,809
8	15,140	16,274	17,522	19,177	20,997	22,065	23,713	25,347	27,280
9	15,378	16,533	17,804	19,480	21,326	22,436	24,116	25,758	27,751
10	15,615	16,793	18,089	19,784	21,650	22,806	24,518	26,195	28,223
11	15,856	17,056	18,372	20,089	21,977	23,175	24,922	26,630	28,695
12	16,090	17,314	18,657	20,390	22,304	23,542	25,326	27,063	29,165
13	16,414	17,671	19,046	20,807	22,747	24,059	25,892	27,678	29,831
14	16,741	18,029	19,440	21,219	23,189	24,572	26,459	28,296	30,496
15	17,065	18,385	19,832	21,639	23,632	25,088	27,022	28,910	31,163
16	17,389	18,738	20,224	22,056	24,073	25,601	27,588	29,522	31,825
17	17,714	19,098	20,615	22,471	24,516	26,117	28,154	30,138	32,491
18	18,037	19,453	21,007	22,887	24,958	26,634	28,720	30,752	33,159
19	18,360	19,809	21,399	23,304	25,401	27,148	29,285	31,365	33,821
20	18,953	20,481	22,154	24,077	26,191	28,190	30,457	32,663	35,236

B. Implementation procedures for Salary Increases 2004-2005, 2005-2006, 2006-2007

Effective July 1, 2004, all Classified and Technical Unit employees will receive an overall salary increase of 3.5% that includes a one step movement for all employees on steps 1-19. A new step, Step 20, will be added to the salary schedule. An employee's salary that exceeds the maximum for the range will not be increased. Step 1 of each range will increase by 2.5%. Steps 2 through 19 will be enhanced by an amount that, along with the step movement, provides that employees receive an overall 3.5% increase.

For fiscal year 2005-2006, provide in Article XXI for an overall salary increase of 3.25% that includes a one step movement for all employees on steps 1-19. Step 1 and step 20 of each range will increase by 2.25%. An employee's salary that exceeds the maximum for the range will not be increased. Steps 2 through 19 will be enhanced by an amount that, along with the step movement, provides that employees receive an overall 3.25% increase.

For fiscal year 2006-2007, provide in Article XXI for an overall salary increase of 3.5%

that includes a one step movement for all employees on steps 1-19. Step 1 and step 20 of each range will increase by 2.5%. An employee's salary that exceeds the maximum for the range will not be increased. Steps 2 through 19 will be enhanced by an amount that, along with the step movement, provides that employees receive an overall 3.5% increase.

All Classified Office and Technical Unit employees whose salaries are between steps shall be placed on the next higher step on the salary schedule and shall remain on this same step for the current fiscal year and shall receive the step enhancement amount only as an increase.

All Classified Office and Technical Unit employees whose salaries remain above the maximum of their assigned range on the salary schedule in a fiscal year shall receive no increase for that year.

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 five (5) 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, 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, 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, disability, 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 30 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

Non-probationary 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; unprofessional conduct (which includes, but is not limited to, physical or verbal confrontation); 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. If an employee elects to file a grievance on his/her dismissal, a recommendation for dismissal will not be acted on by the Board of Trustees until steps 3 and 4 of the grievance procedure in Article XXII have been completed.

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 for a Unit employee and such file shall be located and maintained in the Human Resources Department at the College Center. The employee shall have the right to inspect this file and 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 file shall so be included. A supervisor shall give to an employee a copy of any document which is to be placed in the employee's personnel file. Supervisors and administrators having line responsibility for the employee's performance shall be entitled to inspect this file. The Human Resources Department will assure that access to official personnel files will occur only on a need to know basis.

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. In the assignment of alternate

work schedules, seniority will be considered in determining which qualified employee(s) in the classification(s) works the schedule, subject to the operational needs of the College and recognizing the need for occasional temporary assignments.

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, 2004. 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, 2007. This Resolution shall, during such period, continue to govern unless amended by the Board of Trustees.

In the event Local 3506 desires to open discussion concerning the entire Resolution, with respect to the period commencing July 1, 2007, 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, 2007.