

RESOLUTION

relating to

PROVISIONS OF BOARD POLICY

applicable to

CLASSIFIED OFFICE AND TECHNICAL BARGAINING UNIT

ST. LOUIS COMMUNITY COLLEGE

2007-2008, 2008-2009, 2009-2010

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 21, 2007

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-First of June, 2007 and adopted in the following form by the Board of Trustees on June 21, 2007

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. 148, 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 four (4) 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 will accrue vacation according to the following schedule:

1 st year	16 days per year
2 nd year	18 days per year
3 rd year	20 days per year
4 th through 9 th year	22 days per year
10th through 14 th year	24 days per year
15 th through 19 th year	25 days per year
20 th through 24 th year	26 days per year
25 th year and above	27 days 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</u>	<u>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 2007-2008, 2008-2009, 2009-2010

A. CLASSIFIED UNIT SALARY SCHEDULE

2007-2008									
FULL-TIME 52 WEEK STAFF									
RANGE STEPS	1	2	3	4	5	6	7	8	9
1	\$20,682	\$22,221	\$23,909	\$26,176	\$28,695	\$30,058	\$32,302	\$34,477	\$37,134
2	20,883	22,437	24,142	26,431	28,973	30,350	32,615	34,812	37,494
3	21,087	22,656	24,377	26,688	29,256	30,647	32,934	35,152	37,860
4	21,293	22,878	24,615	26,950	29,542	30,946	33,256	35,495	38,230
5	21,501	23,102	24,855	27,213	29,830	31,249	33,581	35,842	38,604
6	21,714	23,330	25,101	27,483	30,126	31,558	33,912	36,197	38,986
7	22,034	23,674	25,473	27,889	30,571	32,025	34,414	36,732	39,562
8	22,392	24,064	25,897	28,348	31,062	32,582	35,020	37,390	40,271
9	22,749	24,452	26,327	28,807	31,548	33,141	35,626	38,044	40,980
10	23,107	24,842	26,751	29,265	32,040	33,697	36,233	38,698	41,690
11	23,462	25,236	27,177	29,723	32,529	34,253	36,837	39,353	42,400
12	23,821	25,625	27,605	30,176	33,020	34,812	37,444	40,006	43,108
13	24,179	26,016	28,031	30,633	33,509	35,371	38,046	40,659	43,817
14	24,666	26,552	28,618	31,260	34,176	36,154	38,898	41,586	44,819
15	25,154	27,086	29,204	31,885	34,840	36,931	39,748	42,509	45,816
16	25,640	27,619	29,796	32,514	35,507	37,710	40,598	43,432	46,819
17	26,129	28,159	30,383	33,141	36,167	38,490	41,448	44,355	47,817
18	26,614	28,692	30,970	33,767	36,834	39,270	42,299	45,278	48,818
19	27,101	29,227	31,558	34,392	37,498	40,050	43,150	46,200	49,820
20	27,961	30,207	32,672	35,523	38,630	41,652	44,929	48,181	51,978

2008-2009									
FULL-TIME 52 WEEK STAFF									
RANGE STEPS	1	2	3	4	5	6	7	8	9
1	\$21,303	\$22,888	\$24,627	\$26,962	\$29,556	\$30,960	\$33,271	\$35,512	\$38,248
2	21,406	22,999	24,746	27,093	29,699	31,111	33,432	35,684	38,433
3	21,614	23,222	24,986	27,356	29,987	31,413	33,757	36,030	38,806
4	21,825	23,449	25,230	27,623	30,280	31,719	34,086	36,382	39,185
5	22,038	23,679	25,476	27,893	30,576	32,029	34,420	36,738	39,568
6	22,253	23,910	25,725	28,165	30,874	32,343	34,756	37,096	39,955
7	22,474	24,147	25,980	28,445	31,180	32,662	35,099	37,464	40,351
8	22,806	24,502	26,364	28,865	31,641	33,146	35,618	38,017	40,946
9	23,176	24,906	26,803	29,341	32,149	33,723	36,246	38,699	41,680
10	23,545	25,308	27,248	29,815	32,653	34,301	36,873	39,376	42,414
11	23,915	25,712	27,687	30,289	33,162	34,876	37,501	40,053	43,150

12	24,284	26,119	28,128	30,764	33,668	35,452	38,126	40,730	43,884
13	24,655	26,521	28,571	31,232	34,176	36,030	38,755	41,406	44,617
14	25,025	26,926	29,012	31,705	34,682	36,609	39,378	42,082	45,351
15	25,529	27,482	29,619	32,354	35,373	37,419	40,260	43,042	46,387
16	26,035	28,034	30,226	33,001	36,059	38,224	41,139	43,997	47,420
17	26,538	28,586	30,839	33,651	36,749	39,030	42,019	44,953	48,457
18	27,043	29,145	31,446	34,301	37,433	39,838	42,899	45,907	49,491
19	27,545	29,696	32,054	34,949	38,123	40,645	43,779	46,863	50,526
20	28,520	30,811	33,325	36,233	39,403	42,485	45,828	49,144	53,018

2009-2010

FULL-TIME 52 WEEK STAFF

RANGE STEPS	1	2	3	4	5	6	7	8	9
1	\$21,942	\$23,574	\$25,365	\$27,771	\$30,442	\$31,889	\$34,269	\$36,577	\$39,395
2	22,155	23,803	25,612	28,040	30,738	32,199	34,602	36,932	39,777
3	22,263	23,919	25,736	28,176	30,887	32,355	34,770	37,111	39,971
4	22,479	24,151	25,986	28,450	31,187	32,669	35,107	37,472	40,359
5	22,698	24,387	26,239	28,727	31,491	32,988	35,450	37,838	40,753
6	22,920	24,626	26,495	29,008	31,799	33,311	35,797	38,207	41,151
7	23,144	24,866	26,754	29,292	32,109	33,636	36,146	38,580	41,553
8	23,373	25,113	27,019	29,583	32,427	33,969	36,503	38,963	41,965
9	23,718	25,482	27,419	30,019	32,906	34,471	37,043	39,538	42,584
10	24,103	25,902	27,876	30,514	33,435	35,071	37,695	40,247	43,348
11	24,487	26,321	28,338	31,008	33,959	35,673	38,348	40,951	44,111
12	24,872	26,740	28,795	31,500	34,488	36,271	39,001	41,655	44,876
13	25,255	27,164	29,254	31,994	35,014	36,870	39,651	42,359	45,639
14	25,641	27,582	29,714	32,481	35,543	37,472	40,305	43,062	46,401
15	26,026	28,003	30,173	32,974	36,069	38,074	40,953	43,765	47,165
16	26,550	28,581	30,804	33,649	36,788	38,916	41,870	44,764	48,243
17	27,076	29,155	31,435	34,321	37,502	39,753	42,784	45,757	49,317
18	27,599	29,729	32,072	34,998	38,219	40,591	43,700	46,751	50,396
19	28,125	30,310	32,704	35,673	38,930	41,431	44,615	47,744	51,470
20	29,091	31,428	33,992	36,958	40,191	43,334	46,744	50,127	54,078

FULL-TIME 36-WEEK STAFF

2007-2008

RANGE STEP	1	2	3	4	5	6	7	8	9
1	\$14,315	\$15,379	\$16,546	\$18,123	\$19,860	\$20,819	\$22,360	\$23,889	\$25,709
2	14,454	15,528	16,707	18,299	20,052	21,021	22,577	24,121	25,959
3	14,595	15,680	16,870	18,478	20,248	21,227	22,797	24,356	26,212
4	14,738	15,833	17,035	18,658	20,446	21,434	23,020	24,594	26,469
5	14,882	15,988	17,201	18,840	20,646	21,643	23,245	24,834	26,727
6	15,029	16,146	17,371	19,027	20,850	21,858	23,475	25,080	26,991
7	15,251	16,385	17,628	19,308	21,158	22,181	23,822	25,451	27,390
8	15,498	16,655	17,924	19,626	21,499	22,565	24,242	25,908	27,881
9	15,745	16,925	18,223	19,944	21,837	22,948	24,662	26,361	28,372
10	15,993	17,194	18,516	20,259	22,179	23,333	25,081	26,789	28,861
11	16,240	17,465	18,812	20,576	22,517	23,718	25,499	27,243	29,352
12	16,490	17,738	19,107	20,892	22,856	24,102	25,918	27,695	29,842

13	16,734	18,006	19,403	21,205	23,196	24,484	26,339	28,146	30,332
14	17,071	18,377	19,808	21,639	23,657	25,022	26,927	28,785	31,024
15	17,411	18,750	20,218	22,068	24,117	25,555	27,517	29,428	31,715
16	17,748	19,121	20,625	22,504	24,577	26,091	28,103	30,066	32,409
17	18,085	19,488	21,032	22,938	25,036	26,625	28,692	30,703	33,098
18	18,422	19,861	21,440	23,370	25,497	27,162	29,280	31,343	33,790
19	18,758	20,231	21,847	23,802	25,956	27,700	29,869	31,983	34,485
20	19,332	20,890	22,597	24,558	26,715	28,754	31,066	33,317	35,940

**Full Time 36 Week Staff
2008-2009**

RANGE STEP	1	2	3	4	5	6	7	8	9
1	\$14,745	\$15,840	\$17,043	\$18,667	\$20,455	\$21,444	\$23,031	\$24,605	\$26,481
2	14,816	15,917	17,125	18,757	20,555	21,548	23,142	24,725	26,609
3	14,960	16,072	17,292	18,939	20,754	21,757	23,367	24,965	26,868
4	15,106	16,229	17,460	19,124	20,957	21,969	23,595	25,208	27,130
5	15,254	16,387	17,631	19,311	21,162	22,184	23,826	25,455	27,395
6	15,403	16,547	17,803	19,500	21,368	22,401	24,058	25,703	27,662
7	15,555	16,711	17,979	19,693	21,580	22,623	24,296	25,958	27,936
8	15,785	16,958	18,245	19,984	21,899	22,957	24,655	26,341	28,349
9	16,040	17,238	18,552	20,313	22,251	23,355	25,091	26,814	28,857
10	16,296	17,517	18,861	20,642	22,602	23,751	25,525	27,283	29,365
11	16,553	17,796	19,164	20,968	22,956	24,150	25,959	27,726	29,871
12	16,808	18,076	19,471	21,296	23,305	24,548	26,392	28,196	30,379
13	17,067	18,359	19,776	21,624	23,656	24,946	26,826	28,664	30,887
14	17,320	18,637	20,083	21,947	24,008	25,341	27,261	29,131	31,393
15	17,669	19,021	20,502	22,397	24,485	25,897	27,870	29,792	32,110
16	18,020	19,406	20,926	22,841	24,961	26,449	28,480	30,458	32,826
17	18,369	19,790	21,347	23,292	25,437	27,004	29,087	31,118	33,543
18	18,718	20,170	21,769	23,741	25,912	27,557	29,696	31,777	34,256
19	19,067	20,557	22,190	24,188	26,389	28,113	30,305	32,440	34,973
20	19,719	21,308	23,049	25,050	27,249	29,329	31,687	33,983	36,659

**FULL-TIME 36-WEEK STAFF
2009-2010**

RANGE STEP	1	2	3	4	5	6	7	8	9
1	\$15,187	\$16,316	\$17,554	\$19,227	\$21,069	\$22,087	\$23,721	\$25,344	\$27,275
2	15,334	16,474	17,724	19,413	21,274	22,302	23,952	25,590	27,540
3	15,409	16,554	17,810	19,508	21,377	22,410	24,068	25,714	27,674
4	15,558	16,715	17,983	19,697	21,585	22,627	24,302	25,964	27,942
5	15,710	16,878	18,159	19,889	21,795	22,848	24,539	26,217	28,215
6	15,864	17,043	18,336	20,084	22,008	23,072	24,779	26,473	28,491
7	16,019	17,209	18,515	20,280	22,223	23,297	25,020	26,732	28,769
8	16,177	17,380	18,699	20,480	22,443	23,527	25,268	26,996	29,054
9	16,416	17,636	18,975	20,783	22,775	23,875	25,642	27,395	29,483
10	16,682	17,928	19,294	21,125	23,141	24,289	26,094	27,887	30,011
11	16,948	18,218	19,615	21,467	23,506	24,701	26,546	28,375	30,539

12	17,215	18,508	19,931	21,807	23,874	25,116	26,997	28,835	31,066
13	17,480	18,799	20,250	22,148	24,237	25,530	27,447	29,324	31,594
14	17,750	19,093	20,567	22,488	24,602	25,943	27,899	29,811	32,122
15	18,012	19,382	20,886	22,825	24,968	26,354	28,351	30,296	32,649
16	18,375	19,781	21,322	23,292	25,465	26,933	28,985	30,984	33,394
17	18,741	20,182	21,763	23,754	25,959	27,507	29,620	31,676	34,139
18	19,104	20,581	22,201	24,224	26,455	28,085	30,250	32,363	34,885
19	19,467	20,977	22,639	24,691	26,949	28,660	30,884	33,048	35,627
20	20,113	21,734	23,510	25,551	27,794	29,915	32,321	34,663	37,392

B. Implementation procedures for Salary Increases 2007-2008, 2008-2009, 2009-2010

Effective July 1, 2007, all Classified and Technical Unit employees will receive an overall salary increase of 4 % that includes a one step movement for all employees on steps 1-19. An employee's salary that exceeds the maximum for the range will not be increased. Step 1 of each range will increase by 3 %. Step 20 will increase by 2%. Steps 2 through 19 will be enhanced by an amount that, along with the step movement, provides that employees receive an overall 4 % increase.

For fiscal year 2008-2009, 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 of each range will increase by 3.0%. Step 20 will increase by 2%. 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.

For fiscal year 2009-2010, provide in Article XXI for an overall salary increase of 4% that includes a one step movement for all employees on steps 1-19. Step 1 of each range will increase by 3.0%. Step 20 will increase by 2%. 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 4% 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

- A. 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.
- B. St. Louis Community College is committed to non-discrimination and equal opportunities in its admissions, educational programs, activities and employment regardless of race, color, creed, religion, sex, sexual orientation, national origin, ancestry, age, disability or status as a disabled or Vietnam-era veteran and shall take action necessary to ensure non-discrimination.

For information contact:

Employment ADA Compliance Officer
Senior Manager of Employment
300 S. Broadway
St. Louis, MO 63102-2800
(314) 539-5214

Section 504/Title II Coordinator
Vice Chancellor of Education
300 South Broadway
St. Louis, MO 63102-2800
314- 539- 5286

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- Rotating Shifts

Rotating shifts are generally defined as shifts that rotate or change according to a set schedule where a group of employees take turns on all shifts that are part of the schedule.

Section 5- 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 6- 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 7 - Additional Work for 36-Week Employees

For 36-week employees, work in addition to the scheduled 36-week period will be voluntary.

Section 8 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 9- 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 10 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 11 Lunch Periods

Unit employees are entitled to a minimum of thirty (30) minutes of duty free lunch.

Section 12 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 13 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, 2007.

In the event Local 3506 desires to open discussion concerning the entire Resolution, with respect to the period commencing July 1, 2010, 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, 2010.