

**RESOLUTION/CONTRACT**

**relating to**

**PROVISIONS OF BOARD POLICY**

**applicable to**

**CLASSIFIED OFFICE AND TECHNICAL BARGAINING UNIT**

**ST. LOUIS COMMUNITY COLLEGE**

**2016-2017**

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/CONTRACT**

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

July 1, 2016

## **PREAMBLE**

The following Contract (hereinafter referred to as "Resolution/Contract," or "Joint Resolution" or "Contract") 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/Contract on October 20, 2016 and adopted in the following form by the Board of Trustees on October 20, 2016

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/Contract 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 collective bargaining 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/Contract concerning the physical plant bargaining unit now represented by Stationary Local 148, 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/Contract is inconsistent with Board Policy or Administrative Procedures of the College, this Resolution/Contract shall control. All Board Policies and Administrative Procedures with respect to classified staff not affected by this Resolution/Contract shall remain in full force and effect. Nothing contained in this Resolution/Contract is to be construed as abdicating any benefits and rights granted to bargaining unit employees in Board Policy or Administrative Procedures.

## **Section 4 – Negotiations**

Representatives of the Union and Management will meet for good faith negotiations on salary and non-salary proposals concerning the existing and proposed Resolution/Contract Concerning Classified Office and Technical Bargaining Unit as follows:

No later than February 15 of the Resolution/Contract expiration year or reopener year if applicable, Local 3506 will provide written notice to open negotiations under the provisions of the current Resolution/Contract. Such written notice will be sent to the Associate Vice Chancellor, Human Resources as may be stipulated in any applicable reopener provision of the Resolution/Contract.

No later than March 1 of the Resolution expiration year or reopener year if applicable, the Union and Management teams will begin good faith negotiations 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. Individuals who are part of negotiation teams and who are scheduled to negotiate during the normal work week may do so as administrative hours. Hours which are paid are hours where negotiations occur during a Monday through Friday work week. Other hours or days used for negotiations than those specified must be agreed to by both parties. Collective bargaining is considered to be work for the college, as such, negotiation participants must provide advance notice to their supervisor of the date, time and place they are to be away from their normal duties to attend negotiation sessions and/or meetings.

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 negotiations at this time or at any point at which negotiations might reach an impasse after May 15 if negotiations continue. An impasse may be declared by giving written notification of impasse to the appropriate representative of the other negotiating 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. The parties will meet in person to present and discuss their respective proposals and positions at an Executive Session of the Board of Trustees.

During the term of the agreement, the parties agree to collaborate and meet for the purpose of ensuring the resolution/contract's proper implementation and to minimize and/or resolve misunderstandings that may arise from time to time regarding the interpretation and application of the resolution/contract.

### **Section 5 – Office Space**

The College will provide one office space for the Union at a campus to which the President of the Union is assigned. The location of the office is to be designated by the College.

### **Section 6 – Financial Disclosure**

The College will provide the Union Treasurer a copy of the annually published budget book as approved by the Board of Trustees.

## **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 each 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 Associate Vice Chancellor, 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/Contract. 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/Contract 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/Contract 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/Contract 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/Contract.

## **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. In order that current Classified Unit Employees may receive due consideration for the position, a notice of such opening shall be posted internally College-wide in a timely manner for a minimum of five (5) working days.
- b. At the end of the five (5) day period all qualified internal candidates will be offered an interview and must be deemed unsuccessful candidates before the position may be advertised externally.

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.

#### **Section 5 - Transfers**

- a. Voluntary transfers. Any transfer requested by an employee for an open position with the same classification.
- b. Involuntary transfers. Any transfer deemed necessary by the College administration. The most senior employee has the right of first refusal.
- c. Lateral transfers. A lateral transfer is movement to another position of the same classification with the same salary range. A lateral transfer may occur within a department, or between departments and/or campuses.

An employee may submit a transfer request to the Manager of Employment & Recruiting whenever a vacancy occurs.

When the administration determines that a transfer is necessary, the administration will identify the departments, campuses or sites to be involved and notify employees of the qualifications required for consideration whenever a transfer opportunity is announced. In the event no transfer requests are submitted, the least senior employee based on hire date seniority will be transferred.

An employee who is transferred will retain his/her hire date seniority.

Transfer can occur to an equal or lower classification. A classified employee transferring to a lower classification will retain his/her current rate of compensation.

Transfers will be recommended by the appropriate College officer and require approval of the chancellor and the Board.

Lateral transfer requests will be considered first. The senior employee based on classification shall have the option to be transferred to the job when it becomes vacant. An employee whose lateral transfer request is honored shall not be eligible for another voluntary transfer for one (1) year following the effective date of the lateral transfer. If a lateral transfer occurs, employees who submitted bids for the job will then be given consideration for the resulting vacancy, if any.

## **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 or different primary job duties.

#### **Section 4**

Whenever a reorganization action occurs, impacted unit classifications will be evaluated for potential reclassification consideration with respect to changes in duties/workloads.

### **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. An extension of an additional thirty (30) calendar days may be requested and will not be unreasonably denied. 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. When the date of initial employment is the same as another employee, the last 4 digits of the employee's social security number will determine who is the most senior employee. (i.e. 0000=least senior; 9999=most senior).

#### **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. This information will be provided in electronic format, if requested. The seniority lists 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, salary and whether the position is externally funded. Probationary 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 forty-five (45) calendar days written notice of layoff to any Unit employee and Union President. Employees notified of layoff who hold positions which in whole or part are consolidated/combined with other duties and responsibilities in the creation of a different and vacant position will be considered for such position. Employees notified of layoff who are presented with opportunities for reassignment may be reassigned with effect prior to the completion of any notification period. Reclassification will not be intentionally imposed or implemented for the purpose of creating layoffs. Employees will not be expected to reapply for their jobs.

### **Section 2 - Order of Layoff**

- a. All temporary, part-time and probationary employees shall be laid off within job classification 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. Employees retained must be capable of performing the available work.

### **Section 3 - Displacement**

- a. All full-time non-probationary employees scheduled for layoff may displace the least senior employee in an equal or lower job classification for which the

senior employee qualifies as defined by verifiable full-time College experience working in the job classification. The retained senior employee must be capable of performing the work required of the position.

b. Displacement Procedure

1. Positions to be eliminated are identified and the College will notify the union.
2. Employees in the immediate positions affected will be notified and advised of their displacement rights.
3. Employees in affected positions will displace the least senior person in the same job classification.
4. If there is no least senior position the affected employee can displace the least senior person in the same or lower grade in a position where he/she qualifies, as defined as verifiable full-time College experience working in the same job classification.
5. The least senior person(s) displaced will be scheduled for layoff.

**Section 4 - Recall**

Employees shall be recalled from layoff by seniority within job classification. 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 twenty-four (24) months provided the employee, in order to retain his/her seniority after six (6) month of layoff must notify the College in writing each thirty (30) days thereafter that he/she desires to retain his/her seniority.

**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, grandchildren 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, during the 12-month period ending on the last payroll reporting date in June of each year. 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/Contract.

# **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/Contract 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 that 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.

**ARTICLE XVIII. HEALTH AND DENTAL CARE AND LIFE INSURANCE**

**Section 1 - Employee Participation**

Employees covered by this Resolution/Contract 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 appointed by JCDFTC, Local 3506, 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 <sup>st</sup> year	16 days per year
2 <sup>nd</sup> year	18 days per year
3 <sup>rd</sup> year	20 days per year
4 <sup>th</sup> through 9 <sup>th</sup> year	22 days per year
10th through 14 <sup>th</sup> year	24 days per year
15 <sup>th</sup> through 19 <sup>th</sup> year	25 days per year
20 <sup>th</sup> through 24 <sup>th</sup> year	26 days per year
25 <sup>th</sup> 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 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 the last payroll reporting date in September 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. Vacation time may be used in fifteen minute (15) increments. All unit employees whose vacation accrual exceeds the accrual limit will be notified in writing by Human Resources on July 1<sup>st</sup>.

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. Vacation requests should be submitted in advance of the date requested; however, vacation requests may be granted with limited notice with the employee receiving a written response of approval or denial before the requested leave 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**

**A. CLASSIFIED UNIT SALARY SCHEDULE**

**2016-2017  
FULL-TIME 52 WEEK STAFF**

<b>RANGE STEPS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>1</b>	\$24,976	\$26,787	\$28,772	\$31,437	\$34,398	\$36,000	\$38,638	\$41,196	\$44,320
<b>2</b>	\$25,213	\$27,041	\$29,044	\$31,735	\$34,725	\$36,345	\$39,007	\$41,590	\$44,742
<b>3</b>	\$25,333	\$27,168	\$29,183	\$31,886	\$34,889	\$36,517	\$39,194	\$41,789	\$44,956
<b>4</b>	\$25,573	\$27,426	\$29,460	\$32,190	\$35,224	\$36,865	\$39,567	\$42,188	\$45,386
<b>5</b>	\$25,816	\$27,687	\$29,738	\$32,498	\$35,561	\$37,219	\$39,945	\$42,594	\$45,823

6	\$26,060	\$27,952	\$30,023	\$32,810	\$35,901	\$37,575	\$40,332	\$43,003	\$46,266
7	\$26,308	\$28,218	\$30,310	\$33,123	\$36,246	\$37,937	\$40,719	\$43,417	\$46,711
8	\$26,564	\$28,491	\$30,603	\$33,445	\$36,598	\$38,306	\$41,115	\$43,839	\$47,168
9	\$26,946	\$28,901	\$31,047	\$33,929	\$37,128	\$38,863	\$41,712	\$44,477	\$47,854
10	\$27,373	\$29,365	\$31,554	\$34,477	\$37,714	\$39,527	\$42,435	\$45,263	\$48,698
11	\$27,798	\$29,830	\$32,066	\$35,024	\$38,294	\$40,194	\$43,160	\$46,043	\$49,546
12	\$28,223	\$30,295	\$32,572	\$35,570	\$38,881	\$40,858	\$43,882	\$46,823	\$50,392
13	\$28,648	\$30,764	\$33,081	\$36,117	\$39,463	\$41,520	\$44,603	\$47,604	\$51,238
14	\$29,077	\$31,228	\$33,589	\$36,657	\$40,048	\$42,188	\$45,327	\$48,382	\$52,082
15	\$29,503	\$31,694	\$34,099	\$37,202	\$40,632	\$42,854	\$46,046	\$49,162	\$52,930
16	\$30,084	\$32,335	\$34,799	\$37,950	\$41,431	\$43,787	\$47,062	\$50,269	\$54,124
17	\$30,667	\$32,971	\$35,499	\$38,697	\$42,220	\$44,715	\$48,074	\$51,368	\$55,313
18	\$31,246	\$33,608	\$36,205	\$39,447	\$43,016	\$45,643	\$49,091	\$52,470	\$56,511
19	\$31,829	\$34,252	\$36,904	\$40,194	\$43,804	\$46,576	\$50,103	\$53,570	\$57,701
20	\$32,899	\$35,491	\$38,331	\$41,617	\$45,201	\$48,685	\$52,463	\$56,212	\$60,590

**2016-2017**

**FULL-TIME 36 WEEK STAFF**

<b>RANGE STEPS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
1	\$17,288	\$18,538	\$19,911	\$21,764	\$23,805	\$24,935	\$26,745	\$28,542	\$30,684
2	\$17,451	\$18,713	\$20,099	\$21,971	\$24,033	\$25,172	\$27,000	\$28,817	\$30,978
3	\$17,534	\$18,803	\$20,195	\$22,075	\$24,147	\$25,292	\$27,128	\$28,953	\$31,126
4	\$17,700	\$18,980	\$20,386	\$22,286	\$24,377	\$25,534	\$27,388	\$29,229	\$31,422
5	\$17,867	\$19,161	\$20,582	\$22,499	\$24,611	\$25,778	\$27,650	\$29,511	\$31,726
6	\$18,037	\$19,343	\$20,778	\$22,714	\$24,847	\$26,025	\$27,917	\$29,795	\$32,031
7	\$18,210	\$19,528	\$20,976	\$22,932	\$25,085	\$26,274	\$28,186	\$30,081	\$32,340
8	\$18,386	\$19,717	\$21,179	\$23,154	\$25,328	\$26,531	\$28,460	\$30,374	\$32,655
9	\$18,649	\$20,004	\$21,486	\$23,489	\$25,696	\$26,916	\$28,874	\$30,817	\$33,130
10	\$18,944	\$20,324	\$21,838	\$23,868	\$26,103	\$27,374	\$29,375	\$31,360	\$33,716
11	\$19,239	\$20,646	\$22,194	\$24,248	\$26,507	\$27,833	\$29,875	\$31,902	\$34,301
12	\$19,536	\$20,968	\$22,545	\$24,624	\$26,914	\$28,291	\$30,375	\$32,412	\$34,884
13	\$19,831	\$21,290	\$22,899	\$25,001	\$27,317	\$28,748	\$30,874	\$32,955	\$35,469
14	\$20,127	\$21,617	\$23,251	\$25,379	\$27,722	\$29,208	\$31,375	\$33,495	\$36,055
15	\$20,419	\$21,937	\$23,602	\$25,753	\$28,127	\$29,663	\$31,876	\$34,030	\$36,638
16	\$20,820	\$22,379	\$24,087	\$26,270	\$28,677	\$30,305	\$32,578	\$34,794	\$37,465
17	\$21,226	\$22,823	\$24,574	\$26,781	\$29,225	\$30,941	\$33,282	\$35,562	\$38,290
18	\$21,629	\$23,266	\$25,061	\$27,302	\$29,774	\$31,581	\$33,982	\$36,322	\$39,117
19	\$22,031	\$23,703	\$25,546	\$27,819	\$30,322	\$32,217	\$34,683	\$37,082	\$39,938
20	\$22,748	\$24,543	\$26,511	\$28,773	\$31,259	\$33,610	\$36,277	\$38,871	\$41,895

**B. Salary Implementation Procedures for Fiscal Year 2016-2017**

Effective October 9, 2016, Unit employees will receive an additional three percent (3%) increase to their base pay. Ranges/Steps as delineated in the 2015-2016 Joint Resolution/Contract for Full-Time 52 and 36 week employees will be adjusted upwards to reflect the incorporation of the three percent (3%) adjustment. There will be no step movement for Fiscal Year 2016-2017.

**C. Additional Compensation**

1. A temporary pay adjustment is appropriate when:
  - a. An employee temporarily:
    - i. Assumes full or partial duties of another position, or
    - ii. Is assigned new duties for a temporary period of time
  - b. The duration of the assignment of the new duties is normally no less than 30 days and not more than 90 days.
  - c. The duties represent a significant change in scope of responsibilities or require different job competencies
  - d. The pay adjustment must be recommended by the employee's immediate supervisor and the appropriate Vice Chancellor or College President to the Associate Vice Chancellor, 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.
2. If the employee performs the full scope of duties or significant but partial additional duties of a higher range level classification, the salary increase will normally consist of an increase of up to ten percent (10%) over their current salary but not less than the minimum nor higher than the maximum of the higher range level.
3. If the employee performs significant but partial additional duties that require a set of skills outside the scope of the employee's regular position at an equal or lower classification level, the salary increase will normally consist of an increase of up to seven percent (7%) over their current salary.
4. Upon conclusion of the temporary assignment, the employee's salary will revert to the last regular salary rate in effect prior to the temporary assignment, with the addition of any intervening salary adjustments that have occurred.

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/Contract, 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/Contract 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/Contract 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/Contract 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/Contract 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/Contract.

### **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.

### **Section 9 – Meetings and Hearings**

All meetings and hearings under this process shall not be conducted in public and shall include only the parties and their designated representative(s) (which may include union legal counsel), as well as necessary witnesses. All meetings or hearings not otherwise governed by a specific time limit referenced in this Article will be scheduled at a mutually agreeable time and place.

### **Section 10 – Withdrawal of Grievance**

A grievance may be withdrawn, in writing, at any time without prejudice or precedent.

### **Section 11 – Cooperation**

The College in its sole discretion may choose to share non-confidential information with the Union that may facilitate the successful processing of a grievance. The College will also share information as mandated by law.

## **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. The grievance should initially be submitted to the lowest administrative level at which a recommendation or action has been initiated or occurred leading to the grievance.
- b. Within five (5) days of the initial presentation of the grievance, there shall be a conference between the employee and his/her immediate supervisor and a union representative.
- c. The employee's immediate supervisor will issue a written response to the employee, with copies to the Human Resources Department and the Union, with-in three (3) days following the conference.
- d. If the employee is not satisfied with the response issued and wishes to proceed with his/her grievance, he/she must give written notice of such intent to the appropriate College Dean, or Director within ten (10) days of the Step 1-b conference.

### **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.
- e. 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 Provost or Vice Chancellor within ten (10) days of the Step 2-a conference.

### **Step 3**

- a. Within three (3) days following receipt of written notice from the employee, the College Provost 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 Associate Vice Chancellor of Human Resources within ten (10) days of the Step 3-a conference.

### **Step 4**

- a. Within three (3) days following receipt of written notice from the employee, the Associate Vice Chancellor 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 ten (10) days of the Step 4-a conference. 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. If the Board decides to consider the grievance in executive session based on the written record, the College representative and the Union representative shall be available in the



event the Board needs clarification or has questions regarding the grievance. If the Board wishes such information, both parties will be invited into the executive session at the same time and be permitted to give their respective responses to any Board inquiries. The Board will notify the employee and the Union of its decision, in writing, at the conclusion of its action.

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.

- 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.

## **Step 6**

If the employee is not satisfied with the decision received at Step 5, and the grievance does not constitute a contested case as defined by section 536.010(2) RSMo., the Union may exercise binding arbitration, whereby an impartial arbitrator will be selected by mutual agreement of the College and the Union. In the event that the parties are unable to agree upon an impartial arbitrator within ten (10) days of their effort to do so, then a joint written request will be submitted to the Federal Mediation and Conciliation Service (FMCS) to furnish a panel of seven (7) names to serve as such arbitrator. The parties, by alternately striking names, shall select the impartial arbitrator to hear the grievance. Practicing advocates of either labor or management shall not be selected as arbitrators. The College and the grievant or Union may each reject one panel of arbitrators from the FMCS and request a new panel.

The arbitrator shall hold a hearing within a reasonable time after being appointed but, in no event, more than thirty (30) working days from appointment or such time as may be mutually agreed by the parties. The arbitrator shall prescribe the hearing procedure and the hearing shall be held as agreed upon by the grievant and the administration or if no agreement can be reached, as specified by the arbitrator. The arbitrator shall issue a decision, in writing, no later than thirty (30) working days from the end of the hearing or such time as may be mutually agreed by the parties.

The decision of the arbitrator will be final and binding on both parties. All expenses of the hearing (including compensation of the arbitrator) will be borne equally by the College and the Union. If the grievance involves an alleged violation of any section or sections of this Resolution/Contract, the arbitrator shall be authorized to interpret such section or sections, but he/she shall have no authority to make a decision and award 1) contrary to, or inconsistent with, or modifying or varying in any way terms of Policy or Procedures, or 2) limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law or 3) add to, subtract from, or in any way change or modify the terms of the Joint Resolution/Contract.

## **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**

St. Louis Community College Non-Discrimination Statement

St. Louis Community College is committed to non-discrimination and equal opportunities in its admissions, educational programs, activities and employment processes in accordance with Board Policy and shall take action necessary to ensure non-discrimination.

For information contact:

Compliance Coordinator\*  
Associate Vice Chancellor for Student Affairs  
300 South Broadway  
St. Louis, MO 63102-2800  
\*Note: ADA and ADAA; Title II; Title VII; Title IX

#### **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/Contract 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/Contract neither party shall be required to discuss any matter not covered by this Resolution/Contract whether or not within the knowledge or contemplation of either, or both, of the parties at the time they discussed and executed this Resolution/Contract.

#### **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.

### **Section 3 – Progressive Discipline**

The College will normally utilize the concept of progressive disciplinary action when addressing infractions and/or performance issues of non-probationary employees. However, depending on the seriousness of the infraction as determined by the College in its sole discretion, disciplinary steps may be bypassed and immediate written reprimand, suspension or dismissal may result.

## **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.

### **Section 3 – Derogatory Materials**

Information regarding unsubstantiated allegations and/or unsubstantiated charges of sexual harassment will not be included in a bargaining unit member's official personnel file. All information obtained in the College's investigation of a sexual harassment charge shall remain confidential and limited to College personnel only on a need-to-know basis.

## **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) consecutive 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. When multiple schedules are necessary at a particular location and employees have the same job description, duties and qualification, seniority shall be the determining factor for schedule preference.

### **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. Rotating shifts may be disruptive to employees' non-employment activities and home life and will be implemented sparingly when deemed necessary by the College.

### **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 written 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. Schedules are defined as date and/or, time and/or location.

### **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 in writing 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. The same shall apply to overtime.

### **Section 11 Lunch Periods**

Unit employees are entitled to a minimum of thirty (30) minutes of duty free lunch. Lunch periods are a benefit and cannot be extended by management for the purpose of artificially lengthening a work day or circumventing shift differential; however, a lunch period may be waived in its entirety or extended beyond thirty (30) minutes by mutual agreement between the employee and supervisor.

## **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. No other restrictions apply.

## **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. An employee shall not be charged for leave in the event of their location closing.

## **Section 14 Mobility**

Employees may (but shall not be required to) use their personal vehicles for College business. Alternatively and as available, College vehicles may be used by employees who are on the College's roster of approved drivers and pursuant to College policy.

## **Section 15 Inclement Weather or Unexpected Emergency Schedule**

Due to severe and unexpected emergency weather conditions due to snow and/or icy roadway conditions and when the College does not implement a snow schedule, employees will not be recorded as late or absent for disciplinary purposes.

## **Section 16 Call-In Pay**

Any employee who is called in to work hours which are outside his/her normal work schedule and do not adjoin his/her regular work schedule shall receive at least four (4) hours work or pay of which time and one-half will be paid for all hours actually worked (in accordance with Article XXX, Section 2).

ARTICLE XXXI. DURATION OF RESOLUTION/CONTRACT

This Resolution/Contract when approved by the Board of Trustees shall be effective July 1, 2016.

In the event Local 3506 desires to open discussion concerning the entire Resolution/Contract, with respect to the period commencing July 1, 2017, written notice for discussions must be sent to the Associate Vice Chancellor, Human Resources no later than February 15, 2017.

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All of the aforesaid are Joint Recommendations are made on behalf of the College and Local 3506 of the JCDFTC/AFL-CIO on this 20<sup>th</sup> day of October, 2016.

SAINT LOUIS COMMUNITY COLLEGE

BY:

John H. McQuinn

AFT MISSOURI LOCAL 3506

BY:

[Signature]



## **APPENDIX**

- |   |         |
|---|---------|
| a. Grievance Form   | Page 34 |
| b. Letter of Understanding - Vacation Accrual Annual Limit Notification | Page 36 |
| c. Letter of Understanding – St. Louis City Earning Tax Liability       | Page 37 |



CLASSIFIED OFFICE & TECHNICAL UNIT
JCD/ETC AFT/AFL-CIO

GRIEVANCE FORM
Grievance#

A unit employee should seek to resolve a complaint or concern with the appropriate supervisor by informal discussion. The employee may involve a shop steward in this effort. In the event no satisfactory resolution occurs, the employee may initiate the formal grievance procedure. A formal grievance must be submitted in writing on this form. IN ORDER TO BE TIMELY, A GRIEVANCE MUST BE SUBMITTED BY THE EMPLOYEE WITHIN TEN (10) WORKING DAYS OF THE OCCURRENCE GIVING RISE TO THE GRIEVANCE OR WITHIN TEN (10) DAYS OF THE DATE ON WHICH THE EMPLOYEE SHOULD HAVE KNOWLEDGE OF SUCH OCCURRENCE. The grievance should initially be submitted to the lowest administrative level at which a recommendation or action has been initiated or considered leading to the grievance.

EMPLOYEE, \_\_\_\_\_ JOB TITLE, \_\_\_\_\_
DEPARTMENT, \_\_\_\_\_ LOCATION, \_\_\_\_\_
DATE OF INCIDENT, \_\_\_\_\_ SUPERVISOR, \_\_\_\_\_
NATURE OF GRIEVANCE \_\_\_\_\_

ARTICLE(S) AND SECTION(S) OF CONTRACT/RESOLUTION, BOARD POLICIES & ADMINISTRATIVE PROCEDURES UNDER WHICH GRIEVANCE IS ENTERED
\_\_\_\_\_

REMEDY SOUGHT
\_\_\_\_\_

I hereby submit this grievance to the formal grievance procedure.

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

STEP 1: Within five (5) days following receipt of the grievance, the supervisor shall hold a conference with the employee and a Union representative and within three (3) days following the conference shall give a written response to the employee and the Union.

DATE GRIEVANCE RECEIVED \_\_\_\_\_ CONFERENCE DATE \_\_\_\_\_
RESPONSE/DECISION \_\_\_\_\_
SUPERVISOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

STEP 2: If the employee wishes to pursue the grievance to Step 2, the employee must submit the grievance to the appropriate College Dean or Director within three (3) days following receipt of the response given by the supervisor or within six (6) days following the Step 1 conference if no response was given by the supervisor.

Within three (3) days following receipt of the grievance, the Dean or Director or a designee shall hold a conference with the employee, the immediate supervisor and the Union representative and within three (3) days following the conference shall give a written response to the employee and the Union.

DATE GRIEVANCE RECEIVED \_\_\_\_\_ CONFERENCE DATE \_\_\_\_\_
RESPONSE/DECISION \_\_\_\_\_
DEAN/DIRECTOR SIGNATURE \_\_\_\_\_ or DESIGNEE \_\_\_\_\_ DATE \_\_\_\_\_

STEP 3: If the employee wishes to pursue the grievance to Step 3, the employee must submit the grievance to the appropriate campus Provost or Vice Chancellor within three (3) days following the receipt of the response given by the Dean or Director or designee or within six (6) days following the Step 2 conference if no response was given by the Dean or Director or designee.

Within three (3) working days following the receipt of the grievance, the Provost or Vice Chancellor or a designee shall hold a conference with the employee and the Union representative and within three (3) days following the conference shall give a written response to the employee and the Union.

DATE GRIEVANCE RECEIVED \_\_\_\_\_ CONFERENCE DATE \_\_\_\_\_  
RESPONSE/DECISION \_\_\_\_\_

PRESIDENT/VICE CHANCELLOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
or DESIGNEE

**STEP 4:** If the employee wishes to pursue the grievance to Step 4, the employee must submit the grievance to the Associate Vice Chancellor, Human Resources within three (3) days following receipt of the response given by the President or Vice Chancellor or designee or within six (6) days of the Step 3 conference if no response was given by the President or Vice Chancellor or designee.

Within three (3) days following receipt of the grievance, the Associate Chancellor, Human Resources or a designee shall hold a conference with the employee and the Union representative and within three (3) days following the conference shall give a written response to the employee and the Union.

DATE GRIEVANCE RECEIVED \_\_\_\_\_ CONFERENCE DATE \_\_\_\_\_  
RESPONSE/DECISION \_\_\_\_\_

ASSOCIATE VICE CHANCELLOR, SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
of HUMAN RESOURCES or DESIGNEE

**STEP 5:** If the employee wishes to pursue the grievance to Step 5, the employee must submit the grievance to the Board of Trustees within three (3) days following receipt of the response given by the Associate Vice Chancellor, Human Resources or designee or within six (6) days following the Step 4 conference if no response was given by the Associate Vice Chancellor, Human Resources or designee.

The Board of Trustees 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 include at the Board's discretion providing the employee with a hearing. The Board will notify the employee and the Union of its decision in writing at the conclusion of its action. (In lieu of an appeal to the Board of Trustees for those grievances involving dismissal, the employee may request the naming of an independent fact-finder to make an advisory recommendation to the Board. Such a request first requires the written consent of the Chancellor to utilize this alternative and the request must be made at the time the grievance is submitted to the Board.)

I hereby appeal this grievance to the Board of Trustees.

EMPLOYEE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DATE APPEAL RECEIVED \_\_\_\_\_ BY \_\_\_\_\_

**STEP 6:** If the employee is not satisfied with the designee resolution of Step 5, and the grievance does not constitute a contested case as defined by section 536.010(2) RSMo, the Union may elect binding arbitration, whereby an impartial arbitrator will be selected by mutual agreement of the College and the Union. In the event that the parties are unable to agree upon an impartial arbitrator within ten (10) days of their effort to do so, then a joint written request will be submitted to the Federal Mediation and Conciliation Service (FMCS) to furnish a panel of seven (7) names to serve as such arbitrator. The parties, by alternately striking names, shall select the impartial arbitrator to hear the grievance. Practicing advocates of either labor or management shall not be selected as arbitrators. The College and the grievant or Union may each reject one panel of arbitrators from the FMCS and request a new panel.

The arbitrator shall hold a hearing within a reasonable time after being appointed but, in no event, more than thirty (30) working days from appointment or such time as may be mutually agreed by the parties. The arbitrator shall prescribe the hearing procedure and the hearing shall be held as agreed upon by the grievant and the administration or if no agreement can be reached, as specified by the arbitrator. The arbitrator shall issue a decision, in writing, no later than thirty (30) working days from the end of the hearing or such time as may be mutually agreed by the parties.

The decision of the arbitrator will be final and binding on both parties. All expenses of the hearing (including compensation of the arbitrator) will be borne equally by the College and the Union. If the grievance involves an alleged violation of any section or sections of this Resolution/Contract, the arbitrator shall be authorized to interpret such section or sections, but he/she shall have no authority to make a decision and award 1) contrary to, or inconsistent with, or modifying or varying in any way kind of Policy or Procedures, or 2) limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law or 3) add to, subtract from, or in any way change or modify the terms of the Joint Resolution/Contract.

Grievances concerning the termination of employment shall be initiated at the Step 3 level.

Multiple grievances that would be filed simultaneously over a common occurrence may be filed in a joint action.

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.

By mutual agreement between the parties to the grievance, the time limits provided in Steps 1, 2, 3, 4, and 5 may be extended.

Days as referred to throughout the grievance procedure shall be working days but shall not include Saturdays, Sundays or holidays recognized by the Contract/Resolution.

**AT EACH STEP OF THE GRIEVANCE PROCESS, A COPY OF THIS FORM SHOULD BE SENT TO  
DIRECTOR, LABOR & EMPLOYEE RELATIONS  
HUMAN RESOURCES DEPARTMENT**

Revised July 1, 2016



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One College.  
Lifelong Opportunities.

September 6, 2013

Kevin White  
PRESIDENT  
Local 3506  
JCDFTC AFT/AFL-CIO

**Re: Letter of Understanding - REVISED**

During the course of 2013 negotiations it was agreed that all Unit employees whose vacation accrual exceeds the annual accrual limit will be notified by Human Resources by July 1<sup>st</sup> each year contingent upon the College's ability to automate the supporting notification process.

A handwritten signature in black ink that reads 'Robert B. Thumith'.

Robert B. Thumith  
Assistant Director Human Resources

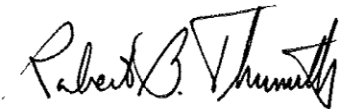
July 17, 2014

Mr. Kevin White  
President  
AFT Missouri Local 3506

Mr. White:

This letter confirms our discussions during the 2014 negotiations over the Union's concerns about possible St. Louis City Earnings Tax liabilities for employees presently not subject to the city tax but may "work" from time-to-time at the College's city locations, i.e. Cosand, Forest Park, Harrison, etc. The College's Finance Department has researched this matter and has provided the position that such employees would not be subject to the city tax.

I also attach in this regard a letter from the St. Louis City Collector of Revenue when this matter was additionally researched at an earlier time back in 1998.



Robert B. Thumith  
Associate Director Human Resources

[REDACTED]  
Ronald A. Leggett COLLECTOR OF REVENUE, CITY OF ST. LOUIS

[REDACTED]  
December 22, 1998



410 CITY HALL  
1200 MARKET ST.  
ST. LOUIS, MO. 63103-2841  
(314) 622-3291  
FAX No.: (314) 622-4647

Ms. Vivian B. Blevins  
Chancellor, St. Louis Community College  
300 South Broadway  
St. Louis, Missouri 63102

Re: City Earnings Tax  
Liability

*Copy for:* LT  
B. ADMIRE  
T. ODO  
J. LAMPTON  
M. MASVIRE

Dear Ms. Blevins:

Pursuant to your letter of November 17, 1998 and a phone conversation with Barb Hannish on December 22, 1998, it is my understanding that non-resident employees who occasionally visit the City location of 300 South Broadway do so on a minimal basis. Due to the limited amount of time spent in St. Louis City by the non-resident employees this office concurs that there is not substantive enough time involved to warrant withholding of City Earnings Tax. If this situation should change, please advise.

My apologies for my response time, however, I do hope the resolution of this issue has met with your timetable for programming.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

ROSEMARIE STOREY  
ASSISTANT COLLECTOR  
EARNINGS TAX DIVISION

RS:mm

CHANCELLOR'S OFFICE  
JAN 04 1999

