

Joint Resolution

Between

St. Louis Community College

And

St. Louis Community College Professional Employees Bargaining Unit

2018 – 2021

Prepared as the Result of Negotiations between Representatives of:

ST. LOUIS COMMUNITY COLLEGE

and

STLCC PROFESSIONAL EMPLOYEES BARGAINING UNIT - NATIONAL EDUCATION ASSOCIATION

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Article I - Preamble

The following Joint Resolution, hereinafter referred to as “Resolution” or “Agreement” represents the result of negotiations between the Missouri National Education Association and representatives of the Board of Trustees of St. Louis Community College was presented to the Board of Trustees of St. Louis Community College in the form of joint recommendations on _____ and adopted by the Board of Trustees on _____.

WHEREAS, certain professional employees of St. Louis Community College, hereinafter referred to as the “College”, did on May 25, 2017 select in an election by secret ballot the Missouri National Education Association, hereinafter referred to as the “Association” as their exclusive bargaining representative pursuant to RSMo S105, et seq.; and,

WHEREAS, the designated Unit consists of all full-time professional employees (52 week) including “internally” and “externally” funded full-time professional employees, excluding supervisory/managerial and confidential professional employees as defined in accordance with Missouri State Board of Mediation rules, part-time professional employees and all other College employees in other job categories or units, said appropriate professional unit having been certified by the Missouri State Board of Mediation in Public Case No. R 2017-007; and,

WHEREAS, the representatives of the Board of Trustees of St. Louis Community College have met, discussed and negotiated with the Bargaining Representatives of the affected employees, proposals relative to salary and other conditions of employment of said employees; and

WHEREAS, the results of said negotiations have been reduced to writing and presented to the Board of Trustees of St. Louis Community College.

NOW, THEREFORE, BE IT RESOLVED, that the following be and hereby is approved and adopted by the Board of Trustees of the College with respect to employees of the Professional Employees Unit with respect to wages, hours and other terms and conditions of employment, said Resolution to remain in effect as hereinafter provided unless otherwise amended or modified in whole or in part by the Board of Trustees.

Article II - Recognition and Unit Description

Section 1 Recognition

The College recognizes the Missouri National Education Association as the sole and exclusive bargaining agent, to the extent authorized by applicable Missouri Law, for the purpose of collective bargaining as to salaries and other conditions of employment for all employees in the bargaining unit as determined by the Missouri State Board of Mediation in Public Case No. R 2017-007.

Section 2 Unit Description

The professional employee bargaining unit consists of all full-time professional employees (52 week) including “internally” and “externally” funded full-time professional employees, excluding supervisory/managerial and confidential professional employees as defined in accordance with Missouri State Board of Mediation rules, part-time professional employees and all other College employees in other job categories or units, said professional unit having been certified by the Missouri State Board of Mediation in Public Case No. R 2017-007.

Article III - Association Rights

Section 1. The College recognizes that the Bargaining Unit members shall not be discriminated against in the use of College campus facilities and equipment. They shall have the right to make use of College campus buildings and facilities at reasonable times when such buildings and/or facilities are not otherwise in use. The official format for reserving rooms or facilities shall be used, and the College is authorized to charge for all added costs above those of normal operations.

Section 2. The Bargaining Unit may use the College internal mail service, email communications and mailboxes for bargaining unit communications. Such usage is subject to adherence to College procedures and guidelines.

Section 3. Authorized representatives of the Bargaining Unit shall be permitted to transact official Bargaining Unit business on College working hours and property at all reasonable times as long as official business of the College is not disrupted.

Section 4. The College will provide one office space for the Bargaining Unit at the primary location to which the President of the Bargaining Unit is assigned as of the start of the fall semester. The location of the office is to be designated by the College.

Article IV - Board & Management Rights

Section 1. Management of the College is vested exclusively in the College. Except as otherwise provided in this Agreement, the Association agrees that the College retains all management rights, and may exercise sole authority on all decisions involving academic and/or operational matters.

Section 2. Further, it is recognized that the College continues to retain all existing management rights and prerogatives, including the rights to establish, promulgate or change any procedures or practices that are not limited by this Joint Resolution.

Section 3. Finally, it is recognized that the Board of Trustees has and retains the final responsibility and legal authority to determine and change policies and procedures related to the professional employees that are not limited by any provision of this Joint Resolution.

Article V - Negotiation Procedures

Section 1. Purpose

In order to serve the best interests of the College, the STLCC Professional Employees Bargaining Unit (PEBU) NEA and College management representatives agree to institute negotiations characterized by mutual respect and consideration. To this end, the parties agree to meet at mutually agreed upon times and negotiate in good faith, all matters of mutual concern for the purpose of executing a written contract incorporating all agreements reached between the parties.

Section 2. Time Frame

The parties agree to initiate the negotiation process beginning not later than February 1 of the fiscal year in which the current Agreement is to expire or per existing contract re-opener terms and/or conditions specified in the existing contract.

Section 3. Bargaining Process

In order to address the best interests of the College and STLCC Professional Employees Bargaining Unit (PEBU) NEA, the parties agree to select and use a method of bargaining that builds on collaborative problem-solving and preserves consensus outcomes.

Section 4. Bargaining Team Membership & Participation

Both the STLCC PEBU NEA membership and management will select an approximately equal number of representatives to participate in bargaining. Team members will be identified and participation will be coordinated with supervisors of each employee no later than 30 days prior to the start of negotiations. After all representatives are confirmed, the team, hereafter inclusive of both labor and management representatives, will complete bargaining training, if needed, prior to the first scheduled bargaining meeting. Team members will comply with any applicable legal provisions. In absence of such provisions, all time scheduled for the purpose of conducting labor organization-related activities concerning collective bargaining, including but not limited to negotiations, bargaining meetings, meet and confer sessions, and other collective bargaining-related activity during the usual Monday- Friday work week will be considered normal work time. Team members will make every effort to ensure the business of the College is not disrupted as well as commit to full participation in team work that is required to complete the negotiation process. All members agree to provide accurate information in a timely manner to facilitate an efficient negotiation process.

Section 5. Subject Matter Experts

Either party may utilize the services of outside consultants to assist in the negotiations including attendance at, and participation in, bargaining team meetings.

Section 6. Joint Resolution Ratification

Prior to any ratification of the joint resolution, the parties will comply with any applicable legal provisions. In absence of such provisions, tentative agreements shall be submitted to, and ratified by the STLCC PEBU NEA membership. After ratification by the union membership tentative agreements will be submitted within the next Board of Trustees meeting cycle for approval. The parties will execute a written contract in the form of a Joint Resolution to be signed by the Chair of the Board and by the President of the STLCC PEBU NEA. The Joint Resolution will be effective for the duration of the agreement stipulated therein.

Section 7. Contract Impasse

When an impasse is declared, the parties will immediately notify the Board of Trustees. The parties will meet in person to present, update, and discuss their respective interests, issues, and options at an Executive Session of the Board. This update shall be presented by the representative teams of the College and the PEBU for the purpose of informing the Board of their respective positions on unresolved issues.

The representative teams of the College and the PEBU will collaborate to determine the next step:

- The PEBU and the College may agree to extend bargaining for a mutually agreed upon period of time to collaborate and reach a TA for resubmission to the parties for ratification.

The representative teams of the College and the PEBU will comply with any applicable legal provisions. Absent any contradictory legal provisions, the following shall apply:

- If the PEBU and the College are not able to reach agreement, the mediation process will be initiated following the declared impasse.

Section 8. Mediation

The representative teams of the College and the PEBU will comply with any applicable legal provisions. Absent any contradictory legal provisions, the following shall apply:

On or about June 15 of the expiration year, if no agreement has been reached on all issues subject to negotiations, an impasse may be declared by either party by serving written notice of said impasse to the other party. In such instance, the Federal Mediation and Conciliation Services (FMCS) shall be immediately notified of the mutual desire of both parties to continue negotiations with the assistance of and under the auspices of a Federal Mediator. Each party shall be responsible for stipulating a list of resolved and unresolved issues in conjunction with their request for Federal Mediation Services assistance.

Section 9. Agreement Collaboration

During the term of the agreement, the parties agree to collaborate and meet for the purpose of ensuring the agreement's proper implementation and to minimize and/or resolve misunderstandings that may arise from time to time regarding the interpretation and application of the agreement. To this end, a standing Professional Employee Relations Council (PERC) will operate under mutually agreed guidelines and will consist of the following parties representing the STLCC PEBU NEA: President, Vice President and two professional staff union members appointed by the Union President; representing the College: a Human Resource Management Representative plus 3 members appointed by the College. This council shall meet during the academic year for a number of mutually agreed upon meetings and will operate under mutually agreed upon guidelines. Additional meetings may be convened as necessary. Additional attendees may be invited who are relevant to the discussion topics.

Article VI - Virtual Bulletin Boards

The College will provide the bargaining unit electronic site space to be used as an electronic bulletin board. The bargaining unit may post official notices and bulletins including meetings, events, elections and election results, appointments of officers, or other matters relating to the bargaining unit. The bargaining unit is responsible for maintaining the membership and content on the site.

Article VII - Publication of Resolution

The College shall publish and provide all Unit employees at the time of hire a copy of the Resolution. In addition, all Professional Employees covered by the bargaining Resolution shall be notified of the existence of the Resolution and shall be provided access to the Resolution either in digital format or paper copy within thirty days of Board passage. Notification (as outlined above) of Professional

employees of the existence of the Resolution and the availability of the detailed Resolution for employee review may be made by the College electronically. Copies of the approved Resolution shall be accessible through the College's web-site/page.

Article VIII – Entire Agreement

During negotiations that resulted in this Joint Resolution, all matters within the scope of bargaining have been negotiated and agreed upon. This Joint Resolution represents the full understanding and commitment between the parties. The Joint Resolution may be added to, deleted from, or otherwise changed only by a written amendment signed by the parties, after conferring regarding the reason for the addition, modification, or other change to the Resolution and bargaining the impact, if any, of such addition, modification or other change to the Joint Resolution, or as expressly provided for in this Joint Resolution, or as required by law.

Article IX - Nondiscrimination

A. The College strongly subscribes to the philosophy of equality of opportunity for all persons regardless of race, creed, color, sex, religion, national origin, ancestry, disability, age, sexual orientation or political affiliation with respect to employment.

B. 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 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 nondiscrimination.

For information contact:

Employment

Manager, Talent Management

3221 McKelvey Road

St. Louis, MO 63044; 314-539-5210

ADA Administration

Director, Employee and Labor Relations

3221 McKelvey Road

St. Louis, MO 63044; 314-539-5210

Section 504/Title II Coordinator

Associate Vice Chancellor of Student Affairs

3221 McKelvey Road

St. Louis, MO 63044; 314-539-5210

C. The College and the STLCC PEBU-NEA shall not discriminate against any professional unit member on the basis of membership in or the failure to join the Association or any other employee union organization. Professional application forms and oral interview procedures shall not refer to membership in or preference for the Association or any other employee union organization.

All parties to this agreement acknowledge they are obligated to comply with the provisions of this Article.

Article X - Salary Terms

Each full-time unit professional who was on the College payroll as of July 1, 2018 will receive a 3% General Wage Increase. Salary increases are retroactive to July 1, 2018.

For 2019-2020 a 2% General Wage Increase will be implemented. Should the College fund salary increases for any other group at a level above 2 percent for the 2019-2020 year, the higher percentage funding (and only the higher percentage funding) will be made available for salary negotiation purposes to the full-time professional unit.

The College and STLCC PEBU NEA will reopen for salary negotiations for 2020-2021.

Article XI - Medical Leave

Whenever a Unit employee is compelled to be absent from duty due to temporary medical disability, illness or injury including disability related to pregnancy, childbirth or related conditions, the employee shall be allowed full compensation from accrued medical leave.

Unit Employees on a 12-month contract may accumulate medical leave at the rate of 1.2 days or 9.6 hours per pay period worked for a maximum of 14.4 days for each full year of service. The unused portion of such medical leave may accumulate up to a maximum of 180 days or 1440 hours.

No payment will be made for accrued but unused medical leave at time of termination of employment.

Unit employees may also receive full compensation from accrued medical leave when the employee is compelled to be absent from duty due to temporary disability, illness or injury of a member of the employee's immediate family. Members of the immediate family include: Mother, father, foster parent, foster child, husband, wife, son, daughter, brother, sister, current mother-in-law, current father-in-law, grandparent or any relative living in the immediate household.

Unit employees are entitled to unpaid leave for reasons of illness for a period up to a maximum of ninety (90) days. The Board of Trustees may approve an extension of unpaid leave for up to one year upon recommendation by the chancellor.

Probationary Unit employees may be granted an unpaid leave. The probationary period will be extended by the length of such leave.

Article XII - Vacation Leave

Section 1

Vacation time is accrued for Professional Unit Employees in accordance with the following schedule:

Length of Service	Days Accrued Per Year	Hours Per Monthly Pay Period
1st year	16	*10.67
2nd year	18	12.00

Length of Service	Days Accrued Per Year	Hours Per Monthly Pay Period
3rd year	20	13.33
4th – 9th year	22	*14.67
10th – 14th year	24	16.00
15th – 19th year	25	*16.67
20th – 24th year	26	17.33
25th year and over	27	18.00

*rounded to the nearest .01 decimal place

As of the close of the September payroll reporting period, the number of days carried forward may not exceed a maximum of twice the normal year's vacation accrual. All Unit employees whose vacation accrual exceeds the accrual maximum allowed will be notified in writing by Human Resources on July 1.

In the case of severance in good standing after one or more years of service, accrued vacation will be included in the last check and will be limited to not more than twice the maximum allowed vacation accrual.

Section 2

Unit employees are entitled to use vacation time. To ensure the needs of the College are met and employee vacation time can be utilized, the following provisions will be followed:

1. Each department to which it applies will produce an annual calendar that identifies blackout dates for the fiscal year indicating when no members of staff may take vacation and identifies the number of individuals who may be on vacation on the remaining weeks of the fiscal year;
2. Annual calendars must be published and available to staff on June 1 each year for the dates of July 1 through June 30;
3. Staff may submit requests for leave that begin between July 1 and June 30 once the annual calendar is published;
4. Staff requests may only be submitted for dates within the fiscal year as described in C;
5. Submissions are approved on a first come, first served basis. If two Professional employees request the same vacation time off, and the number of staff who can be away prohibit both requests being approved, the approval may be based on seniority. Employees are encouraged to use a rotating seniority system to allow for fair and equitable approvals;
6. Employees may submit changes to approved vacation time off, but they may not bump another employee's scheduled vacation time if dates coincide.

To meet the requirements of the provisions above, the College will develop, implement, and publish the process by which employees will request vacation time.

It is accepted that unforeseen emergency situations may occur at the College that require the attention of employees on vacation. In these cases, the College's requests, made to employees on approved vacation time, should be legitimate and urgent in nature, and employees should not be charged for

vacation time that was not able to be utilized. Inability to comply with requests is not subject to reprimand.

Article XIII - Personal Leave

Personal leave is granted to Bargaining Unit employees and is deducted from accrued medical leave. Four (4) days or 32 hours are granted per fiscal year (July 1 through June 30). Personal leave is used at the discretion of the employee and must follow the leave procedures. Bargaining unit employees who have completed at least ten (10) consecutive years of service may use one (1) additional day or eight (8) additional hours per fiscal year.

Article XIV Bereavement Leave

Unit employees will be entitled to four (4) days of absence, without loss of pay, for the death of a member of the employee's family. Members of the employee's family acknowledged by this benefit include: mother, father, foster parent, foster child, husband, wife, son, daughter, brother, sister, current mother-in-law, current father-in-law, grandparent, grandchild, or any relative living in the immediate household.

Additional leave of up to three (3) days, or twenty-four (24) hours, may be available with approval of employee's supervisor and is to be deducted from available medical leave accruals when granted.

Article XV - Association Leave

The College will grant five association officers with release time off of up to five unpaid days each (without loss of benefits) or at the employee's discretion to use vacation or personal days, per member, per fiscal year for travel and attendance at national and state association conventions, representative assemblies, and leadership training. Unused days will not carry-over to future fiscal years.

The Association President will determine which of its officers will attend these events with consideration for departmental leave blackout dates and departmental coordination of professional staff vacation schedules so that the College can maintain adequate departmental staffing, subject to management approval. Selected members will give notice of the intention to take time off to their immediate supervisor by submitting a Request for Leave Form at least 10 working days in advance. The College will designate a time code for tracking association leave.

Article XVI - Holidays

Unit employees shall be provided eleven (11) paid holidays annually as follows: New Year's Day, Martin Luther King Day, Presidents Day, Spring Holiday (as designated in the Academic Calendar), Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following day, the day before Christmas and Christmas Day. In addition to the holidays designated, the week days which fall between Christmas Day and New Year's Day will be considered additional holidays for unit members.

Whenever any holiday falls on a Sunday and local, state and/or federal authorities transfer its observance to the following Monday, then the holiday will be observed on Monday. If any holiday falls on a Saturday, the holiday shall either be observed on the preceding Friday or on Monday, as determined by the College.

Article XVII Health Benefits

Full-time employees may participate in health insurance plans offered by the College. Participation in the College's health insurance benefit plans is voluntary.

The Professional Unit President and/or unit designees will serve on the Health Benefit Advisory Committee. Pertinent information and good faith participation will be afforded to the Unit in a timely manner.

Article XVIII - Retirement Privileges

A. Voluntary Separation Incentive Programs (VSIP)

Whenever the College deems it to be in its best interest to offer a VSIP, full consideration will be given to full-time professional unit employees, and the College will seek input from the Association with regard to any plan which might be applicable to full-time professional unit employees prior to plan implementation.

B. Retirement Privileges for Emeritus Staff

Emeritus staff are those who have retired after 10 years of full-time service to the College and are eligible to receive a retirement allowance from the Public School Retirement System of Missouri or Non-certificated Retirement Plan. The following privileges are available to emeritus staff:

- Parking privileges at all locations upon securing a valid parking sticker as is required of employees.
- Library privileges at College libraries.
- Continue participation in the College group medical insurance upon retirement until age 70 or, for certificated employees, as prescribed by law. As prescribed by law, upon retirement, employees are eligible to continue their participation in the College's medical insurance programs, subject to provisions of the medical insurance plan contract. Emeritus staff selecting such insurance will pay the full costs involved, including any applicable administrative costs.
- Maintenance fee waivers for courses at the College for emeritus staff members, their dependents, and their spouses.

These privileges are available to previously retired employees who are receiving a retirement benefit from either the Non-certificated Retirement Plan or the Public School Retirement System of Missouri.

Article XIX - Personnel Files

There is only one official personnel file for each Professional Unit employee which is located in the Human Resources File Room.

The official personnel file will contain applications for employment and records relative to compensation, payroll deductions, evaluations and other such documentation as may be considered pertinent for responding to inquiries from the Board of Trustees and from state and federal authorities.

The types of material which are placed in the personnel file are confidential and in compliance with the Missouri State Law as applicable. No documents regarding sexual harassment, medical, Homeland Security Verification, or background checks are to be placed in the personnel file.

Materials placed in the personnel file should be dated and signed by the person who is submitting the item for filing. At a scheduled meeting, the employee shall be shown and notified of its purpose before any item is placed in the personnel file. The employee's signature denotes receiving the material, not that they agree to the contents of the item. If the employee refuses to sign the document, the refusal should be noted on the document and signed by a witness.

All items will be placed in the personnel file within 20 business days from the employee signature date. Any derogatory materials placed in the employee's personnel file but not shown in person, or delivered via certified mail, shall be placed after the 20 business days. Failure to comply with the stated timeline shall be subject to the Grievance Procedure. The employee's signature denotes receiving the material, not that they agree to the contents of the item. If the employee refuses to sign the document, the refusal should be noted on the document and signed by a witness.

Personnel files can be viewed by the employee or a designated person approved by the employee, and College employees carrying out the official functions of the College. Adherence is required to the following instructions:

1. The Professional member may formally request an appointment with the Human Resources File Retention Clerk.
2. The Professional member, with written request, may have a representative accompany him/her in such review.

The requester will be allowed to view the file in a private area, with the File Retention Clerk and/or appointed representative, and may request copies of any and all items that are present.

Aside from College employees acting in an official capacity, no other persons or agencies may have access to information in the personnel file unless authorized by the employee, state or federal mandates, or if subpoenaed or ordered for release by a court of law.

An employee may place materials in his/her personnel file that are relative to Missouri State Law that are not voluminous. In place of voluminous materials, a summary sheet referencing such materials may be accepted.

Article XX - Onboarding and Training

Section 1. On-Boarding

The College will conduct an on-boarding process for all new employees to promote employee retention, productivity and organizational expectations.

Departmental management will promote job performance by providing additional job-related on-boarding.

Section 2. Training (Optional section and required section)

Requests for participation in training will be submitted to the professional unit member's supervisor following the procedures established by the College.

Each unit member may request timely, job-relevant professional development training that will be paid for by the College when approved in advance by management and when funds are approved within the

budget process. Training may include the acquisition of additional college credit and/or continuing professional credit; attendance at conferences, workshops, seminars, professional meetings; and membership in professional associations or organizations.

Professional unit members may request professional development time to take exams to acquire or maintain a work-related license or certification when approved in advance by management.

When the College requires licenses or certifications as determined by management, the College is responsible for payment of the employee's first attempt in addition to providing the required time away from work.

At the discretion of management, in-house training may be offered to fulfill departmental needs.

Article XXI Committee Representation

When the College creates a committee where representation is sought from the various units by the College, the Unit shall be represented by union representatives, selected in any manner determined by the Association. In dealing with the College, the Unit shall provide representation to any committees that serve in an advisory capacity or require voting by its members and will make appointments that are in direct proportion to those of the other units. *Paid Association staff representative attendance and participation will be in an advisory capacity to their members.

Requests for professional unit representation shall be communicated directly to the union president.

Employees will assume committee duties as part of their regular workload.

Article XXIII - Non-renewal

Section 1. Contract Term

(The term year referred to in this section is defined as a fiscal year, July 1 through June 30.)

New full-time administrative/professional employees will be on probationary status and will be offered one-year contracts during the initial three years of employment. During this three-year period, extensive analysis and evaluation of individual performance will take place.

Administrative/professional employees who change position(s) during the initial three years of employment will be on probationary status for a minimum of one year in each new position. Each year of the probationary period served before the promotion will be counted as a part of the three-year probationary period.

After three successive years of satisfactory service and upon approval by the Board, administrative/professional employees will be offered one-year, non-probationary contracts subject to the provisions concerning dismissal and reduction in force promulgated under Board policy as well as the management prerogative of assignment.

Administrative/professional employees who change position after receiving or becoming eligible for a non-probationary contract will be issued a probationary contract for the first year in the new position. Upon satisfactory completion of this probationary period, these employees may be issued non-probationary contracts.

Non-probationary administrative/professional employees will not be required to begin a new probationary period when the position held is reclassified with no change in duties or responsibilities. When a position held by a classified employee is reclassified as professional with no change in duties or responsibilities, the incumbent employee will be issued a non-probationary professional employment contract so long as the employee has held the classified position for a minimum of three successive fiscal years. Otherwise, the employee will be issued a probationary professional employment contract until the equivalent of three successive fiscal years of satisfactory service has been fulfilled.

Administrative/professional employees who are not offered non-probationary contracts when eligible may be dismissed or may, upon Board approval, continue employment in a probationary status. The maximum amount of time allowed for the extended probationary period will be one year. A one-year probationary contract may be offered at the discretion of the College.

Administrative/professional employees can be dismissed for just cause at any time during the extended probationary period. At the end of the extended probationary period, these employees either will be dismissed or offered one-year, non-probationary contracts.

Section 2. Non-renewal of Contract

Employees holding non-probationary and probationary contracts may be subject to non-renewal on an annual basis. Notice of non-renewal must be given in writing to non-probationary employees no later than 120 calendar days before the expiration of the contract and will include the reasons for non-renewal. Notice of non-renewal must be given in writing to probationary employees no later than 90 calendar days before the expiration of the contract. No reason will be given for non-renewal of probationary contracts. Employees who had previously held non-probationary contracts will receive 120 calendar days' notice before the expiration of their probationary contracts.

In lieu of dismissal, non-probationary employees who receive a non-renewal notice may be offered probationary contracts and will be subject to the provisions pertaining to probationary employees.

Article XXIV - Dismissal

Professional unit members may be discharged during the term of contract for one or more of the following causes: insubordination; dishonesty or fraud; conviction of a felony; inefficiency or incompetency in the performance of assigned duties; violation of Board policy/administrative procedures, local, state or federal laws; or failure to comply with the terms and conditions of the written contract between the College and the employee.

Article XXV - Reduction in Force

- A. Subject to functional continuity and professional specialization, before reduction in force notification is given to specific unit members, the administration will consider appropriate alternatives to layoff. The alternatives may include but are not necessarily limited to:
 - a. Normal attrition
 - b. Voluntary early retirement
 - c. Splitting of a full workload assignment between two or more locations
 - d. Transfer to another location where a vacancy exists for the same position
 - e. Transfer to another vacant position for which the unit member is qualified

- B. The College shall provide the association with advance notice of professional unit positions being considered for a RIF.
 - a. Before a recommendation for reduction in force recommendation goes to the Board of Trustees the College will meet with the Association to discuss possibilities related to options discussed in section "A" above.
 - b. Before a reduction in force notification is given to specific professional unit members the College will meet with the Association to discuss options and efforts described in section "A" above.
 - c. Any written communications to be disseminated to individual professional unit members related to reduction in force will be reviewed with the Association prior to distribution.
- C. Definitions
 - a. Service time – full-time hire date with STLCC
 - b. Seniority – time within an employee’s current position with the College
 - i. Changes to job titles resulting from reorganizations or reclassification of positions that do not result in material changes in job duties will retain seniority.
 - ii. A member who is transferred to the same position in another location, voluntarily or involuntarily, will retain seniority.
 - iii. A member who is recalled will retain seniority.
 - c. Status - probationary or continuing status of a member
 - i. Changes to job titles resulting from reorganizations or position reclassification of positions that do not result in material changes in job duties will not affect probationary or continuing status of a member.
 - ii. A member who is transferred to the same position in another location, voluntarily or involuntarily, will retain Status.
 - iii. A member who is recalled will retain status.
- D. If, in the judgment of the administration, it is necessary to decrease the number of non-probationary professional unit members because of financial considerations, limits established by staffing policies, or by functional reorganization and/or consolidations, the following criteria will be applied:
 - a. Subject to functional continuity and professional specialization (to include, but not necessarily limited to needed skill sets) and once the College determines which locations and positions will be affected, Part-time employees will be terminated first; Temporary members will be terminated second; probationary members will be terminated third; non-probationary members will be terminated last.
 - b. Within the limits of functional continuity, and professional specialization (to include, but not necessarily limited to needed skill sets), and once the College determines which locations and positions will be affected, layoffs will be on the basis of seniority by job titles district-wide and/or at each location, as determined from initial date of full-time employment. The most senior employee will be the last laid off.
 - i. Seniority will first be determined by seniority within position.
 - ii. Any ties regarding seniority by position will be determined by full-time service date with the College.
 - iii. Any further ties will be determined by the flip of a coin.

- c. Affirmative action considerations will be taken into account to modify the seniority principle when it appears to be necessary in the judgment of the administration.
- d. Unit members will be placed on a recall list of the basis of reverse order of layoff and recalled in accordance with the needs of the College up to the end of three (3) years after layoff. Personnel files for employees affected by RIF will be maintained by Human Resources until the period of recall is over.
- e. Notice of reduction in force will be given in writing to professional unit members no later than 120 days before the end of the contract year. The administration will attempt to give earlier notice where it is judged by them to be feasible. Notification will include a statement of the condition which led to the reduction in force.
- f. Notice of recall will be given by certified mail to the last known address of the RIF'd employee. If the former employee fails to respond within fourteen (14) calendar days from the receipt of the recall notice, he/she will be considered to have refused the offer.
- g. Failure to accept the alternatives to layoff, if offered, will not jeopardize the laid off unit member's recall rights or place on the recall list.
- h. While on the recall list, RIF'd members retain rights to use College facilities, parking tags, tuition waivers, and EAP. COBRA insurance benefits may be continued at their own cost.
- i. The College will provide RIF'd members with instructional procedures, in order to receive notification, of any STLCC jobs that open up during the period they are subject to recall.
- j. The College will provide laid off members assistance in seeking alternative employment. Such assistance will include preparation and printing of resumes.

Article XXVI - Inclement Weather and Location Closings

Inclement Weather:

- If the **College is open** and an employee is late or absent due to severe and unexpected emergency weather conditions such as snow and/or icy roadway conditions, heat, flooding, etc., employees will not be disciplined for their late arrival or absence. Employees will work with their manager to account for missed time, productivity and/or workload.
- If the **College closes** due to weather conditions employees whose primary work location is closed are dismissed for the day with no loss in pay or leave time.
 - Employees who have submitted pre-approved paid leave, but the requested leave has not started, will have the opportunity to rescind their request. Employees already not at work on approved leave time on the date of the College closing will remain on pre-approved leave. Nothing in this provision supersedes FMLA requirements.
 - Employees who are required to work will work with their supervisor on an adjusted work schedule.

Job Location Closing:

In the case of non-weather emergency closings, the College may choose to move professional employees to another location and/or may work from home if so equipped.

- Time used to relocate will be considered work time.
- In the case of a temporary work relocation it is the College's responsibility to secure a new work location.
- If an employee relocates they will be permitted to leave work at a time that allows them to return home at their regularly scheduled time, if applicable.
- Employees will not be subject to reprimand if they are unable to comply with a relocation order.
- Employees who have submitted pre-approved paid leave, but the requested leave has not started, will have the opportunity to rescind their request. Employees already not at work on approved leave time on the date of the College closing will remain on pre-approved leave. Nothing in this provision supersedes FMLA requirements.

Article XXVII - Scope, Duration & Expiration

Section 1. Scope: To the extent that this Joint Resolution is inconsistent with Board Policies or Administrative Procedures, this Joint Resolution shall control. Existing Board Policy provisions and other applicable procedures of the College not expressly included in this Joint Resolution are considered in full force and effect. The parties agree that the terms of this Joint Resolution shall be maintained in full force and effect during its term and may be modified only by mutual written amendment signed by the parties.

Section 2. Duration: This Joint Resolution shall be effective July 1, 2018 and shall continue in full force and effect until it expires on midnight June 30, 2021; all provisions of the current Joint Resolution shall remain in effect subject to applicable law.

[Article XXVIII] Article 1.7 Savings Clause

This Joint 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. If any provision of this Joint Resolution or any application thereof to any Professional employee is held by a Court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such Court decision, and all other provisions or applications shall continue in full force and effect, subject to applicable law and the rights of the Board of Trustees. In the event that a provision or any application thereof, is held to be contrary to law, then upon written demand of either party within 30 days after such Court ruling becomes final, negotiations shall begin on a replacement provision to comply with such Court Order.

Article XXIX - HB1413 Introduction & Information

§ 105.585, RSMo Required Provisions

Notwithstanding any provision of this Joint Memorandum which may be to the contrary, the parties hereby agree to the following six (6) provisions, required by Section 105.585, RSMo. If any of these mandatory provisions is modified or repealed by the legislature, or is found to be invalid or unenforceable by a Court of competent jurisdiction, that provision shall be null and void, and the rest of

the Joint Memorandum shall remain in full force and effect. Upon written demand of either party within 30 days after such legislative action or Court ruling, negotiations shall begin on a replacement provision to comply with such repeal or Court Order.

Section 1. As per Missouri Revised Statute section 105.585 (1), the Board and College shall retain the right to hire, promote, assign, direct, transfer, schedule, discipline, and discharge employees. The Board and College shall also retain the right to make, amend, and rescind reasonable work rules and standard operating procedures and policies.

Section 2. As per Missouri Revised Statute section 105.585(2), all strikes and picketing of any kind against the College are prohibited. Strikes are defined as any organized refusal to perform services, walkout, sick-out, sit-in, or other form of interference with the operations of the College. Any individual who engages in any strike or concerted refusal to work, or who pickets against the College over any personnel matter, shall be subject to immediate termination. Nothing in this provision shall be construed to restrict, interfere, or remove any right provided by the Missouri Constitution, or the United States Constitution.

Section 3. As per Missouri Revised Statute section 105.585(3), STLCC PEBU-NEA shall have a duty of fair representation to all employees in the bargaining unit. The Association recognizes its duty, right, and responsibility to represent without discrimination all Employees in the bargaining unit in all aspects of this Agreement.

Section 4. As per Missouri Revised Statute section 105.585(4), STLCC PEBU-NEA representatives and public employees of the College are prohibited from accepting paid time off from the College, other than unused paid time that was accrued by such employee, for the purpose of training for, preparing for or conducting labor organization-related activities concerning collective bargaining, including, but not limited to, negotiations, bargaining meetings, meet and confer sessions, and other collective bargaining-related activity. STLCC PEBU-NEA representative and public employees of the College shall, if provided in this Joint Resolution, be permitted paid time off for the purposes of grievance-handling, advisory committees, establishing a work calendar, and internal and external communication.

Section 5. As per Missouri Revised Statute section 105.585(5), all public employees are free to refrain from participating in STLCC PEBU-NEA activity, and may oppose such activity. All public employees shall have the right to join or not join, and to support or not support the Association as they see fit. The College and the STLCC PEBU-NEA shall not discriminate, retaliate, or provide preferential treatment for any individual's expression of their right to join, or not to join the Association, or to support or oppose the Association.

Section 6. As per Missouri Revised Statute section 105.585(6), in the event of a budget shortfall, the College shall have the right to require the modification of the economic terms included in this Joint Resolution. If, upon good cause, the College deems it necessary to modify the economic terms of this Joint Resolution, the College shall so notify the MNEA and shall provide a period of thirty days during which the College and the MNEA shall bargain over any necessary adjustments to the economic terms of the agreement. If, at the end of the thirty-day period, the parties have been unable to agree upon modifications that meet the College's requirements, the College shall have the right, upon good cause, to make necessary adjustments or modifications on its own authority.