

CLASSIFIED BARGINING UNIT AGREEMENTS

Approved (3/25/07)

Wages

3.75% wage increase per year for five years and cash bonus.

Meal Money Article XI Section 2 (c) (6)

Delete 6 a-c and replace with:

- (a) If the overtime work exceeds the seven and one-half (7 ½) hour work day by two (2) hours, the Board shall provide the employee with **\$11.50 as a dinner meal** and transportation allowance. Where an employee is called in without advance notice to work on the sixth (6th) and/or seventh (7th) day of his/her regular work week or on a holiday, the Board shall provide the employee with **\$5.50 as a lunch meal** allowance provided that the employee works at least four (4) hours. An employee who works previously scheduled hours on the sixth (6th) and/or seventh (7th) day of his/her regular work week or on a holiday is not entitled to a lunch meal allowance.

Wages, Hours and Overtime Article XI

1 Wages

(b) For all those who are scheduled to begin their regular day's **work between 12:00 PM to 7:00 A.M.**, and whose regularly scheduled workweek is at least 30 hours, there shall be a **shift differential of thirty five cents (\$.35) per hour**. No such differential shall be applied to overtime.

Classified Employees Job Classification System and Career Advancement

- **New Job Matrix in Contract**
- **Classified Job skills test required in job postings**

Classified Employees Career Ladder Committee

A joint committee of the Classified Unit of the Federation and the College will be convened to study the possibilities and potential of "Career Ladder" positions. The committee will be comprised of equal members of the Classified Unit and the College and consist of no less than six (6) and no more than ten (10) members. The Committee will be established prior to July 1, 2007. Recommendations from the committee will be made to the College President or designee. Initial recommendations must be made on or before February 1, 2008. The committee may continue to meet after this date and make additional recommendations.

- Identify paths to qualify for promotional opportunities within and/or across departments.
- Create a process for employees to declare their intention to be considered for promotional opportunities
- Create a process for the College to recommend employees to be considered for promotional opportunities.
- Create a process, including training initiatives for managers, to develop promotional plans This would include identifying the skill sets that an employee needs to acquire, a rational and reasonable plan for such skills to be acquired, a timeline for the employee to acquire the skills, and an objective method of evaluating the employees' improved skill set.
- Identify a solution to the current problem where a less senior classified employee who was granted all the advantages of a promotional plan is not able to move into a promotional opportunity due to the successful bidding on the position by a more senior classified employee.

A mutually agreed upon facilitator will be utilized. Costs, if any, will be shared equally by the College and the Federation. The committee will meet at least once a month.

Classified Employees Reclassification Committee

Classified employee Reclassification Committee

A Joint Committee of the Classified Unit of the Federation and the College will be convened to review and make recommendations on a Classified Reclassification project. The Joint Committee will review the reports of prior reclassification committees as guidance for a new Reclassification project for all Classified Unit employees.

The Committee will be comprised of equal members of the Classified Unit and the College and consist of no less than six (6) and no more than eight (8) members.

The Committee will be established prior to September 1, 2007.

Recommendation from the Committee will be made to the College President or his/her designee. Recommendations must be made on or before July 1, 2008.

Any recommendations which have been approved by the College President or his/her designee shall be implemented by September 1, 2008.

Side letter for Facilities Overtime

An overtime chart shall be maintained and posted in a prominent place in the Facilities department or recognized work area before the fifteenth (15th) of each month. This chart will indicate the overtime worked, refused and unavailability of the employee and the employees next eligible for overtime in the group. Every effort will be made to post known scheduled overtime opportunities along with the overtime chart. In the event of failure to post, the Federation shall notify the College and the College shall take steps to assure that the correct posting will be made within five (5) working days of notification. Overtime hours will be reviewed quarterly in an attempt to identify and rectify in the subsequent quarter any mistakes in the process, dependent upon the availability of overtime.

Bereavement ARTICLE XVII

If an employee suffers a death of a parent (including step-parent), spouse, child, stepchild, brother, sister, grandparent, or grandchild, s/he shall receive a leave of absence with pay for five (5) consecutive working days commencing with the day following the date of death. If an employee suffers a death of a parent-in-law, s/he shall receive a leave of absence of five (5) consecutive days, with pay only for each of the above days that is regularly scheduled work day for that employee. **If an employee suffers the loss of an ex-spouse, s/he shall receive a leave of absence of one (1) work day with pay, specifically to attend the funeral and care for the needs of a dependent child of the employee and ex-spouse.** Bereavement leave can begin either on the date of the funeral, or the date of the death, elected by the employee.

Job opening trial period; Article IX Item 4 (b)

The Board shall select a qualified employee with the highest seniority from among those who bid to fill such openings. If, in the Board's opinion, there are no qualified bidders, the Board may then fill the opening from whatever source it deems necessary. In order to avoid interruption of the efficient operation of the College, the Board may fill the opening by temporary transfer until such selection is made. An employee who is selected for a posted job will have a **twenty-six (26) calendar days** trial period; provided however, that the employee and his/ her supervisor may mutually agree to conclude the trial period in less than **twenty-six (26) calendar days**; however, no adjustment in the hourly rate of pay will be paid until the Monday following the completion of the **twenty-six (26) calendar days**. But it shall then be retroactive to the first day of employment in the new position. If the employee him/herself decides s/he does not want the job within the **twenty-six (26)day trial period** (or in such shorter period as is mutually agreed upon as aforesaid), shall be returned to his/her former job without loss of seniority.

Break Time Article XI. 2 (a)(1) to state:

With respect to breaks, all employees will receive two (2) breaks (not to exceed fifteen (15) minutes each) per day, one (1) break to be taken before lunch and one (1) break to be taken after lunch. Supervisors shall be informed when an employee leaves and returns from break, except for regularly scheduled break period. Supervisors shall have the discretion to schedule break times where operationally necessary. Breaks shall not be combined with lunch without prior approval from employee's supervisor. Breaks may not be taken in the first fifteen (15) minutes or last fifteen (15) minutes of a work shift, unless the employee was specifically requested by his/her supervisor to work through a break period and the supervisor approved the break to be taken in the last fifteen (15) minutes of the work shift.

Art XVII 6. Jury and Court Appearances

Any employee scheduled for jury duty or for whom it is otherwise necessary to appear in any court (**except court appearances relating to traffic and/or parking violations**) or before any governmental agency, shall be excused from his/her normal duties for such appearance without loss of pay, provided that **a copy of the subpoena issued by the court or governmental agency is provided to Human Resources**. Notwithstanding the above, the Board shall have the right to have such employee relieved of jury duty or other such appearance in any matter permitted by law.

USE OF PERSONAL DAYS Propose to change the 1st sentence in the last paragraph of Article XIII. 1 to state:

If an employee has not taken his/her personal holidays or any part thereof, by December 1 of any year because of previous denials by the employee's supervisor, such employee may request to take his/her leave in December, at any time, upon giving the supervisor one (1) day's prior notice. The employee's supervisor may deny such request for operational reasons. If the supervisor denies such request, the employee may elect to re-characterize a previously taken vacation day as personal time, thereby increasing the employee's vacation time bank by the amount of re-characterized hours.

GRIEVANCE PROCEDURE

Revise Article VIII. 1 as follows:

- (a) **Step 1.** Prior to submitting a formal, written grievance, grievant and his/her supervisor shall make every effort to resolve a grievance informally. Employee must state at such meeting that this is an informal grievance discussion. This informal process must take place within ten (10) working days of the occurrence giving rise to the grievance or within ten (10) working days of the date on which the grievant learned or should have learned of such occurrence, whichever is later.
- If there is no informal resolution, grievant shall provide his/her supervisor the grievance in writing, including the facts giving rise to the dispute and the relief requested within ten (10) days of the informal meeting.

Re-posting of Job Article 4 IX (k)

While the position is re-posted, in accordance with this section, the College is permitted to continue to attempt to fill the opening with applicants from outside the bargaining unit, provided, however, that a qualified bidder from within the bargaining unit who bids during the re-posting period shall have priority to fill the vacancy over an applicant from outside the bargaining unit who applies during the re-posting period. Qualified Applicants within the bargaining unit who bid during the re-posting period will be considered with applicants from outside the unit who applied prior to the re-posting period but shall not have priority over applicants from outside the bargaining unit who applied prior to the re-posting period. Whenever the College re-posts, in accordance with this section, the re-posting will be identified with an Asterisk (*) at the end of the Position Title.