

**JOINT RESOLUTION**  
**between**  
**ST. LOUIS COMMUNITY COLLEGE**  
**and**  
**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1**  
  
**2021 - 2024**

**Prepared as the Result of Negotiations between Representatives of:**  
**St. Louis Community College and Service Employees International**  
**Union, Local 1**

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## JOINT RESOLUTION

Concerning the Adjunct Faculty Bargaining Unit Approved by the Board of Trustees

### PREAMBLE

WHEREAS, certain employees of St. Louis Community College, hereinafter called "Adjunct Faculty Unit" did on the 31<sup>st</sup> day of October, 2015 and the 1<sup>st</sup> day of November, 2015, select in an election by secret ballot, Service Employees International Union, Local 1, CTW, AFL-CIO, CLC, hereinafter called "Union," as their exclusive bargaining representative; and

WHEREAS, representatives of the Board of Trustees of St. Louis Community College, hereinafter called "College," have met, conferred and discussed with the bargaining representatives of the affected employees, the provisions to be included in this Resolution and by submission of this Resolution reduced the discussion to writing; and

WHEREAS, the Board of Trustees voted on June 24, 2021 and agreed to make this Resolution effective July 1, 2021;

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 Adjunct Faculty Unit relative to salaries and other conditions of employment.

### ARTICLE 1 RECOGNITION

Section 1 — The College recognizes Service Employees International Union, Local 1, CTW, AFL-CIO, CLC ("the Union") as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions

of employment for all part-time faculty who teach at least one credit bearing course, hereafter referred to as "Employee(s)," within the St. Louis Community College District locations.

Section 2. The following are excluded from representation by the Union and are not subject to this Agreement: all full-time faculty; faculty who have another position at the College that qualifies them for full-time status with the College; deans, presidents, administrator, department chairs; faculty who also serve in a supervisory, managerial or confidential role; faculty who teach only courses as a field supervisor; faculty who teach courses only in the continuing education program; athletic coaches; all other employees, managers, confidential employees, office clerical employees, profession employees, guards and supervisors.

## ARTICLE 2 MANAGEMENT AND ACADEMIC RIGHTS

Section 1 Management of the College is vested exclusively in the College. Except as otherwise provided in this Agreement, the Union agrees that the College has such management rights including rights to establish, plan, direct and control the College's missions, programs objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control College operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the process and criteria by which an employee's performance is evaluated; to establish and require employees to observe College rules and regulations; to discipline or dismiss employees; to establish or modify the academic calendars, including holidays and

holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine in its sole discretion all matters relating to faculty hiring and assignment duration and student admissions; to introduce new methods of instruction or to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

Section 2. It is recognized that the Board of Trustees has the final responsibility and legal authority to determine and change policies and procedures related to its employees that are not limited by any provision of this Joint Resolution, including all addenda and appendices of this Joint Resolution. No such right, function, prerogative, or discretion shall be deemed waived or modified unless the waiver or modification is in writing and signed by the College and the Union

Section 3. Decisions as to when and by whom instruction is delivered and the instructional format in which teaching occurs (i.e. online, face-to-face, hybrid, etc.) shall be made at the sole discretion of the College.

Section 4. The exercise or non-exercise of rights shall not constitute a waiver of any such rights by the College.

### ARTICLE 3 NONDISCRIMINATION

Section 1. The College strongly subscribes to the philosophy of equality of opportunity for all persons. St. Louis Community College is committed to creating inclusive, welcoming, and respectful learning and working environments focused on the needs of our diverse communities. The College does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, and any other status protected by applicable state or federal

law. The College's Nondiscrimination policies apply to any phase of its employment process, any phase of its admission, or financial aid programs, and all of its educational programs or activities. The parties have a shared commitment to equality of opportunity and inclusivity; in that spirit, the parties hereby agree that future additions to Board Policy regarding discrimination (currently B.09) shall be automatically incorporated into the Joint Resolution.

Section 2. The College shall not discriminate against any employee on the basis of membership in or the failure to join the Union or any other employee union organization.

#### ARTICLE 4 DUES CHECK OFF

Section 1. The College agrees to deduct Union membership dues in the amount designated by the Union from the pay of those employees who individually request such deduction. The College shall remit the deductions monthly to the Union at the designated address provided by the Union. The monthly deduction shall be provided in a commercially available spreadsheet format and include a list of all employees paying dues, dues amount paid and the last four digits of their social security number.

The Union shall advise the College and its members of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date. No deductions shall be made for initiation fees, fines, or assessments.

Requests for any of the above shall be on the form in Appendix A and shall be made available to employees in each College or department and shall be provided to all new employees in the bargaining unit in their hiring packet. Such form shall also include specific information on revocation of membership.

An employee who has previously authorized payroll deductions pursuant to this section shall continue to have such deductions made and shall not be required to reauthorize such deductions unless that employee has previously withdrawn authorization for such deductions in accordance with the appropriate revocation procedures and now seeks to reauthorize them.

Section 2. Before there are any payroll deductions for employees, the earnings must be regularly sufficient after other legal and required deductions to cover the amount of pro-rated monthly Union dues. The parties recognize that legal deductions and other withholdings such as Social Security and federal and state income taxes shall have priority over union dues.

When an employee is in non-pay status for an entire semester, no deduction shall be made from future earnings to cover that pay period. If employees are in a non-pay status during the academic year, and/or if the wages and salaries are not sufficient to cover the entire dues deduction, no deduction shall be made.

Section 3. If the College over-withholds an amount from an employee's wages or salary, and remits same to the Union, the Union agrees to make an immediate refund to the employee in the amount of the overpayment upon notification from the College.

Section 4. Revocation of membership of any employee who has previously submitted a written authorization for voluntary deduction of union membership dues may revoke the authorization by September 15th for Fall semester(s) or February 15th for Spring semester(s) in accordance with the section pertaining to dues deductions.

Section 5. Each month the College will provide to the Union by electronic means a listing of Employees who have union dues deducted from their wages or salary.

Section 6. The College shall provide to the Union a list of employees eligible to be in the Bargaining Unit. This list shall include information as listed in Appendix B and shall be provided in electronic format to the Union on a quarterly basis.

Section 7. As a third-party beneficiary of any dues deduction authorization, the Union agrees to and shall indemnify and hold harmless the College, or any of its officers or agents, from any and all claims, demands, suits, or any other actions arising as a result of this Article or from complying with any requests for termination under this Article.

## ARTICLE 5 UNION RIGHTS

Section 1. College recognizes that the Union and its members shall not be discriminated against in the use of College campus facilities, computer technology and equipment. The Union and its representatives 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 College may require reasonable advance written registration for use of such buildings or facilities and is authorized to charge for all added costs above those of normal operations.

Section 2. The College will provide for the Union's use space on an electronic bulletin board (for example, the College's LMS) provided such technology is available. The Union is responsible for creating and maintaining the electronic bulletin board. The use of the electronic bulletin board is subject to applicable College policies, procedures, and guidelines. Official notices and other matters relating to the Union may be posted on such bulletin boards by the Union. The Union also may apply for the use of existing nonexclusive bulletin boards at the separate campus locations, through normal application procedures, and there shall be no



discrimination against the Union or its' members in authorizing their proper use of such bulletin boards. The Union may post notices on public bulletin boards in accordance with the College policies.

Section 3. The Union may use the College internal mail service, email communications and employee mailboxes for appropriate communications to bargaining unit employees. Such usage is subject to adherence to College procedures and guidelines.

Section 4. Names, campus addresses, campus telephone numbers, and campus email addresses, home addresses, home telephone numbers, cell phone numbers, email address, date of hire, rates of pay and last four (4) digits of social security number of all College part-time Employees, sorted by campus location shall be provided without cost to the Union, within a reasonable time after the beginning of the contract semester. This information shall be provided in a commercially available spreadsheet format. The same information will be provided in regard to Employees hired during the contract year, without cost to the Union, within a reasonable time following their employment.

Section 5. Authorized representatives of the Union shall be permitted to transact official Union business on College property at all reasonable times as long as official business of the College is not disrupted.

Section 6. The College will provide one office space for the Union at a campus to which the Chief Steward is assigned as of the commencement of the fall semester. The location of the office is to be designated by the College.

ARTICLE 6  
PERSONAL AND ACADEMIC FREEDOM

Section 1. The College endorses the principle of academic freedom. The College further states as follows:

- A. The College desires to foster in its students a respect for differing points of view and supports the faculty's freedom to present controversial issues relevant to course subject matter.
- B. The College will not condone student or faculty actions which deprive other students or faculty of their rights. The College will not interfere with an employee's legitimate exercise of freedom of speech or of other constitutional rights.
- C. The College acknowledges an employee's right to properly and fairly control the learning environment in the classroom, and the College recognizes that while legitimate due process rights of students must be preserved, employees properly protect the classroom environment from disruptive student conduct or activities that are deleterious to the learning process. Guidelines regarding faculty and students' rights are available online and shall apply to all employees. The College will notify the Union of any changes in the guidelines.

## ARTICLE 7 GRIEVANCE AND ARBITRATION

The purpose of the grievance process is to secure at the lowest possible administrative level, prompt and equitable solutions to individual grievances for employees. All grievances shall be presented through the following procedure although the grievant is urged to discuss the matter informally with the immediate supervisor before filing a formal written grievance. A formal grievance must be submitted in writing.

A grievance is defined as a dispute between the Union or an employee and the College concerning the interpretation, application or meaning of any of the provisions of this Agreement.

### **Step 1**

Within 10 working days after the incident giving rise to the alleged grievance or within 10 working days of the date on which the employee should have reasonably known of such event or occurrence, the employee must submit in writing to their immediate supervisor the complaint and remedy requested.

Within five working days following receipt of the grievance, the supervisor will hold a conference with the grievant and make a good faith effort to resolve the grievance.

Within 10 working days following the conference, the supervisor will provide a written response or decision to the grievant.

### **Step 2**

In the event the grievant is not satisfied with the response or decision at Step 1 and wishes to appeal the grievance, they must submit the grievance to the appropriate dean, director, or equivalent administrator within five working days following receipt of the response or decision given by the supervisor at Step 1.

Within five working days following receipt of the appeal, the administrator will hold a conference with the grievant and will provide a written response or decision to the grievant within 10 working days following the conference.

### **Step 3**

In the event the grievant is not satisfied with the response or decision at Step 2 and wishes to

appeal the grievance, they must submit the grievance to the appropriate campus chief academic officer or Vice Chancellor within five working days following receipt of the response or decision given by the administrator at Step 2.

Within five working days following receipt of the appeal, the campus chief academic officer or Vice Chancellor, or their designee, will hold a conference with the grievant and will provide a written response or decision to the grievant within 10 working days following the conference.

#### **Step 4**

In the event the grievant is not satisfied with the response or decision at Step 3 and wishes to appeal the grievance, they must submit the grievance to the Chancellor within five working days following receipt of the response or decision given at Step 3.

Within 10 working days following receipt of the appeal, the Chancellor, or their designee, will examine the record, conduct an investigation and may hold a conference or render a decision upon examination of the record. The Chancellor, or designees, will render the decision to the grievant in writing within 10 working days following the conference or examination of the record.

#### **Step 5**

In the event the grievant is not satisfied with the response or decision at Step 4 and wishes to appeal the grievance to the Board of Trustees, the grievant must submit the grievance to the Board of Trustees' Chair within five working days following receipt of the response or decision given at Step 4.

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, at the Board or Trustees' discretion, include providing the grievant with a hearing at the earliest practicable executive session of the Board of Trustees. However, when a grievance would otherwise constitute a contested case as defined by section 536.010(2), RSMo, the Board of Trustees will conduct a hearing on the grievance. The Board of Trustees will notify the grievant of its decision in writing within 10 working days from the conclusion of its action.

**Step 6.**

In the event the Union is not satisfied with the response or decision at Step 5, it may within five (5) working days of receiving the decision request grievance mediation from the Federal Mediation and Conciliation Service (FMCS) in order to try to resolve the matter.

**Arbitration** In the event the Union is not satisfied with the outcome from Federal Mediation and Conciliation Service (FMCS), it may within twenty (20) working days from the final mediation session request binding arbitration. Such request must be made in writing to the office of the Associate Vice Chancellor of Human Resources. This request shall include a copy of the original grievance and the responses received in Steps 1, 2, and 3. In the event the College and the Union are unable to agree upon an arbitrator, they shall request a sub-regional panel of seven (7) arbitrators from the FMCS. If no arbitrators are deemed acceptable by either party, a second list with the same criteria shall be requested from the FMCS. The parties will alternately strike choices until one remains who shall be the selected arbitrator. The party who strikes first will alternate from one arbitration to the next, beginning with the Union in the first arbitration. The FMCS will hear and determine the case in accordance with its prevailing rules. Copies of all correspondence concerning arbitration shall be served on the other party. The arbitration shall be held in St. Louis, Missouri unless the College and the Union agree in writing to hold

it elsewhere. If either the College or the Union timely raises an issue of procedural arbitrability at any time, the arbitrator shall hear and decide the issue of procedural arbitrability before hearing any evidence or statement regarding the merits of the grievance. The arbitrator shall not automatically be disqualified from hearing the substance of the grievance by reason of having determined arbitrability.

(a) There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator, absent mutual consent between the College and the Union. Accordingly, in the absence of mutual consent of the College and the Union, an arbitrator may not be presented with or rule upon more than one grievance, provided that either the College or the Union may submit a class grievance to arbitration in accordance with this Article. It is the desire of the College and the Union to settle grievances at the lowest possible level. Therefore, all steps shall be required before a "grievance" can proceed to arbitration unless the College and the Union agree otherwise in writing.

(b) Only the Union and the College or either's authorized representative may present or defend the grievance at arbitration.

(c) The arbitrator shall have no authority to add to, subtract from, alter, or amend any of the provisions of this Agreement. The arbitrator shall have the authority only to decide disputes concerning the interpretation and application of the specific section(s) and article(s) of the Agreement to the facts of the particular grievance presented to them.

(d) The decision and award of the arbitrator shall be issued to the College and the Union within thirty (30) days of the close of the arbitration hearing or submission of the parties'

briefs, whichever is later.

(e)The decision and award of the arbitrator shall be final and binding upon the College and the Union to this Agreement and the employees covered hereby to the extent provided by law.

(f)The fees and expenses of the arbitrator and the hearing room shall be shared equally by the College and the Union. At each step of the grievance process, a copy of the form in Appendix C should be sent to the Director of Labor & Employee Relations, 3221 McKelvey Road, Bridgeton, MO 63044, and the Union office at 2725 Clifton Ave., St. Louis, MO 63139.

## ARTICLE 8 ACCESS TO SERVICES

Section 1. Employees will be provided with a College email address. Employee's use of the College email system will be in accordance with College policies and procedures as they may be amended by the College.

Section 2. Employees will have access to computers with Internet access, shared printers, photocopying, technical support, standard library services and a reasonable level of clerical administrative support in order to prepare for classes and serve students. Employees who teach after 5:00 p.m. and on weekends will have access to office facilities on campus in order to prepare for classes. Access with respect to all provisions of this Section 3 will be in accordance with College policies and procedures as they may be amended by the College.

Section 3. Employees shall have access to available space, but not necessarily individual office space, during semesters in which they are teaching at the College.

Section 4. Employees will be provided with individualized means in each department to receive student, campus, District, and other mail.

## ARTICLE 9 COURSE ASSIGNMENTS

Section 1. Employees will be informed of courses (which shall include sections of courses) which their respective academic unit anticipates may be available for qualified employees to teach at their campus as soon as practicable prior to an ensuing semester/term, with a minimum of 15 business days of notice or within three (3) business days of the course being added to the course schedule if a course is added within 15 business days of the start of the term. This information will include the anticipated schedule for the course, if it is known.

Section 2. Employees should inform their department chair or designee of the courses for which they would like to be considered, as well as availability with respect to times and days of the week. Under ordinary circumstances, Employees will be advised of their actual course assignments via email as soon as practicable but no later than one calendar month before the beginning of each semester. It shall not be a grievable event if due to extraordinary circumstances an Employee is given less than one calendar months' notice of a course assignment.

Section 3. Once official notice of tentative assignment is received, an Employee will be removed from a class if the class doesn't make or the class is given to a Full Time Faculty member in order to make load. In the event the employee is removed for one of the foregoing reasons, the Employee will be offered a replacement class from the available unassigned courses as they are qualified to teach.

Section 4. If an Employee loses a class to a Full-Time Faculty to preserve or obtain overload, the Employee will be paid a cancellation fee of \$50.00 per faculty ECH (equivalent credit hour) for the cancelled class.



Section 5. If the College determines that a class must run with low enrollment or as an independent study, the Employee may be paid according to the College's Low Enrollment Formula. Should changes to the Low Enrollment Formula be considered, the College shall notify the Union and the parties shall meet to confer in the Part-Time Faculty and Administration Committee prior to implementation; said meeting shall not require mutual agreement.

Section 6. New Employees will not be hired to teach a class when current Employees who are qualified would be able to teach an available class. New employees are defined as faculty who have not taught at the College in the last fifteen (15) months.

#### ARTICLE 10 STUDENT COMPLAINTS

Section 1. General, academic, and grade appeal complaints from students will be submitted and addressed following the College's student complaint and academic appeals procedures found in Board Policy and Administrative Procedures.

Section 2. When the Dean has evidence or documentation there may be an employee performance issue and/or there are complaints by one or more students, the Dean or the Dean's designee may visit the classroom face-to-face outside of the normal faculty evaluation cycle for observational purposes only. A minimum of twenty-four (24) hours advance notice shall be provided. In the event of online classes, the Dean will make arrangements with the employee to join the online section for observational purposes only.

#### ARTICLE 11 COMPENSATION

Section 1. The Parties agree to an increase of 3% on each salary rate in academic year 2021-2022, an increase of 2.5% on each salary rate in academic year 2022-2023, and an increase of 2.5% on

each salary rate in academic year 2023-2024. These increased rates will be rounded to the nearest dollar.

Grade	Current Rate per credit hour	Academic Year 2021-2022 3%	Academic Year 2022-2023 2.5%	Academic Year 2023-2024 2.5%
Scale A	688.14	709.00	727.00	745.00
Scale B	771.14	794.00	814.00	834.00
Scale C	881.45	908.00	931.00	954.00
Scale D	1,016.98	1,047.00	1,073.00	1,100.00
Scale E	1,136.75	1,171.00	1,200.00	1,230.00

Placement in each rate step is defined in St. Louis Community College Board Policy (Section D.03.04 at the date of this contract). Disputes for placement shall be grievable up to step 3 through Article 7.

No Employee shall be paid less than the applicable minimum rate at any time during the effective dates of this Agreement.

If an Employee is currently earning more than the applicable rate for the scale, they will receive the increase for their scale.

**Section 2. Training Pay**

The Parties agree an annual training payment of 0.5 credit hour at scale A rates for academic years 2021-2022, 2022-2023 and 2023-2024. The College will reserve not more than \$202,750 in academic year 2021-2022, \$207,616 in academic year 2022- 2023, and \$211,671 in academic year 2023-2024 for this training compensation. Should requests for this annual payment exceed these amounts, the College will proportionately prorate the payment based on the number of requests received which are verified to have completed the training for that academic year to ensure all Employees who completed this requirement are compensated equally and that the total payments do not exceed the reserved amount for that academic year. The College will

alert the union representative should submissions exceed the total annual amount allotted for this training. In no instance will Employees be compensated in excess of the value of 0.5 credit hour at scale A rates for this annual training payment.

This annual payment will be issued to Employees who attend one adjunct faculty orientation per academic year and complete all required Human Resources, Information Technology, and other compliance and safety trainings. Any additional required training will be discussed at the Joint Part-Time Faculty and Administration committee meeting prior to implementation, and additional compensation shall be part of the discussion should the added training requirements be significant. This training must be completed, and evidence of completion must be submitted via the College's stated process by April 1 of each year. No late or incomplete submissions will be processed; however, Employees who complete required trainings by April 1 but have a submission error shall be notified of the submission error and shall have fourteen (14) days to correct the error in order to receive payment. No Employees will be denied payment due to an administrative error on the part of the College. The parties agree that Employees must complete required training even if compensation requirements are not met.

Employees will be provided with a list of all required trainings to complete and the mechanism by which to submit documentation at adjunct faculty orientation no later than thirty (30) days after the start of each fall and spring semester. Payment will be rendered to all Employees eligible in that academic year by the end of the fiscal year.

## ARTICLE 12 MISCELLANEOUS BENEFITS

Section 1. Employees and eligible family members shall be eligible for participation in the College's maintenance fee waiver program.

Section 2. In accordance with IRS regulations and plan provisions, Employees may participate in the College's 403(b) Tax Sheltered Annuity.

Section 3. Employees during their term of assignment shall be eligible for available employee discount-type programs such as maybe offered in automotive repair, dental hygiene, culinary arts, etc.

Section 4. Employees shall not be penalized with respect to pay for excused absences. Approvals for such absences will not be unreasonably withheld and shall be consistent with College policies regarding faculty. In the event of a planned absence, it shall first be the responsibility of the Employee to secure a qualified substitute instructor who is be an active employee with the College during the term in which the absence coverage need occurs.

Section 5. In the event that there are classes required in order to teach at the College, the College will pay the cost of the course (i.e., Quality Matters).

Section 6. Employees, their spouse, and/or their dependent children under Board Policy and/or Administrative Procedures, are eligible to register for courses with no maintenance fee charged to them on the Thursday of Service Week (fall and spring semesters) and thereafter following normal registration timelines for any semester in which they have an instructional assignment. Employees may register for continuing education courses with no course fee charged to them after an instructional assignment has been verified for the semester (Thursday of Service Week or after). Registration in courses prior to this timeline will be charged the applicable rates.

Section 7. Employees who wish to perform substitute duties may inform the College, and the College shall maintain a list of qualified substitutes. Employees who perform substitute duties shall be compensated as follows:

- \$30.00 per hour for a lecture
- \$26.00 per hour for a laboratory

### ARTICLE 13 OPEN FULL TIME POSITIONS

Section 1. Openings for full-time faculty positions will be posted and advertised in accordance with normal College policies and procedures.

Section 2. Employees may apply for open full-time positions, including faculty positions. Employees will be given due consideration provided they meet the minimum qualifications for the position, and their service as Employees shall be a factor considered by the College in its hiring decisions. Reasonable efforts will be made to ensure that Employees are notified via email of the intent to open a full-time position within their department. Employees will be responsible for identifying and applying for open positions. The foregoing does not impede any rights of temporary faculty members pursuant to Article IX.A.3. of the current NEA Joint Resolution.

### ARTICLE 14 PART- TIME FACULTY - ADMINISTRATION COMMITTEE

Section 1. The College and the Union are committed to an ongoing collaborative relationship that fosters effective ongoing communication, and addresses issues and concerns with recommendations that are in the best interest of the parties. To that end, the parties agree to the creation of a Part-Time Faculty-Administration Committee.

Section 2. The Committee shall consist of no more than six (6) representatives designated by the Union and six (6) representatives designated by the College.

Section 3. The Part-Time Faculty-Administration Committee shall consider and make recommendations on matters of general importance to Employees in the bargaining unit and the College based on mutual agreement.

Section 4. The Committee shall meet at least one (1) time during each semester. Additional meetings may be held by mutual agreement. Designated representatives of the Union and the College will suggest agenda items two (2) weeks prior to each meeting.

Section 5. The College and the Union are committed to providing a safe working environment for all employees. To that end, the Part-Time Faculty-Administration Committee, in addition to its other duties, shall be responsible for considering and making recommendations to the College on health and safety issues as they arise. Should widespread safety concerns arise during a Semester, and the parties have already met pursuant to Section 4 above, either party may initiate a meeting and said meeting shall not require mutual consent.

Section 6. Part-Time Faculty Administration Committee meetings shall not be used for negotiations.

## ARTICLE 15 PART-TIME FACULTY EVALUATION

Section 1. Congruent with the mission of the College to provide high-quality instruction in all of its courses, the College will have a faculty evaluation system to facilitate and promote life-long learning among the faculty, leading to continuous improvement in teaching. This evaluation process may be changed by the College, though notice of these changes will be provided to Employees prior to its implementation and the parties shall have the opportunity to discuss said

changes in a Part-Time Faculty and Administration Committee meeting upon the request of either party.

Section 2. The parties recognize that the evaluation process is intended to encourage growth. Poor performance, as indicated throughout the evaluation cycle, may result in the Employee working through a progressive discipline and/or performance improvement plan. Unsatisfactory performance, despite progressive discipline and/or an improvement plan, may result in the Employee no longer being offered a teaching assignment at the College.

## ARTICLE 16 PERSONNEL FILES

Section 1. There will be only one official personnel file for each Employee, with such file to be located at the Human Resources Department of the College. Each Employee may review the entire contents of their official personnel and evaluation files during normal office hours. An officer of the Union may, at the written request of the employee, accompany them in such a review. The review shall be conducted in the presence of the administrator(s) or designee responsible for the safekeeping of their personnel file. Employees shall have the right to obtain a copy of the contents of their official personnel and evaluation files.

Section 2. The person or persons who draft, and/or sign material which is placed in an employee's personnel file shall sign the material and signify the date on which material was drafted and placed in the file. Any item placed in the personnel file shall be shown to the Employee within (twenty) 20 days and notification must be given to the Employee. Any derogatory material placed in an employee's personnel file and not shown to an employee within twenty (20) work days after receipt of and placing the material in the file shall not be allowed as evidence in any grievance, evaluation or in any disciplinary action against such employee.

Section 3. College employees carrying out the official functions of the College are entitled access to personnel files.

Section 4. An Employee may place materials in his/her personnel file. Voluminous materials may not be placed in such files, but a summary sheet referencing such materials may be placed in the file.

Section 5. Derogatory materials that may have been placed in an employee's official personnel file, may not be utilized by the Board or any arbitrator as a progressive basis for any subsequent disciplinary action against the Employee, after such material has been in the file for five (5) years.

Section 6. Information regarding unsubstantiated allegations and/or unsubstantiated charges of sexual harassment will not be included in official personnel file. All information obtained in the College's investigation of a sexual harassment charge shall remain confidential and limited to College employees and personnel only on a need-to-know basis.

#### ARTICLE 17 NO STRIKES OR WORK INTERRUPTIONS

The College and the Union recognize that strikes, work interruptions or any type of work curtailments or slowdowns are prohibited in accordance with Missouri law. The Union shall not cause nor condone any strike or work interruption of any kind, such as sit-down, stay in, or any type of work curtailment in any office or facility of the College. The College will not lockout employees during the term of this Agreement.

#### ARTICLE 18 SAVINGS CLAUSE

If any provision of this Joint Resolution or any application thereof to any employee is held by a Court of the State of Missouri or by a Federal Court 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. If the law of the State of Missouri is changed to allow binding Joint Resolutions covering public faculty bargaining units, this Joint Resolution shall be deemed binding in compliance with the law. Pending such a designation, this Joint Resolution will remain in effect on the same basis as previously. The Board of Trustees may refer all or portions of this Joint Resolution back to the representatives of the College and of the Union for further discussion, consideration and recommendations, in the event that a provision or any application thereof, as referred to in this Article 14, is held to be contrary to law.

#### ARTICLE 19 ENTIRE AGREEMENT

During negotiations that resulted in this Joint Resolution, the Union had the unlimited right and opportunity to make demands and proposals with respect to all subjects within the scope of representation. Therefore, for the term of this Joint Resolution, the Union agrees that the College shall not be obligated to negotiate with respect to any subject or matter specifically referred to or covered in this Joint Resolution those matters discussed during the negotiations, but not included in this Joint Resolution, (and to those subjects that are not covered by this Joint Resolution).

#### ARTICLE 20 SCOPE AND DURATION

Section 1. - Scope 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 unless specifically contrary to a provision included in this Joint Resolution. 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 agreement between the parties.

Section 2 - Duration This Joint resolution when approved by the Board of Trustees shall be effective July 1, 2021 and expire midnight on June 30, 2024 subject to applicable law and the rights of the Board of Trustees.

ARTICLE 21  
EXPIRATION OF AGREEMENT

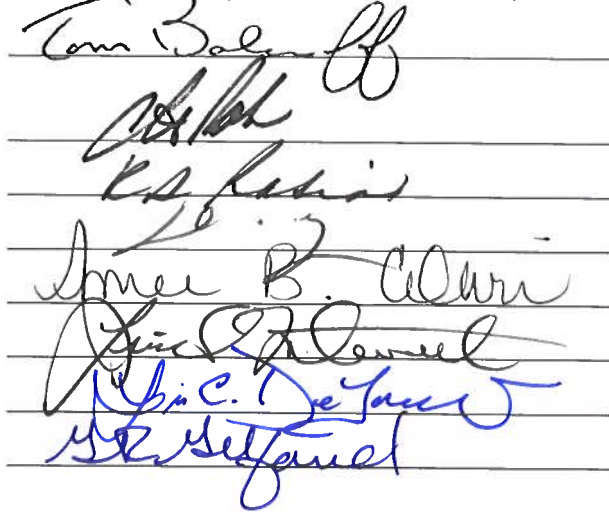
This Agreement shall be in full force and effect from the date of ratification to June 30, 2024. It shall continue from year to year thereafter unless written notice to terminate this Agreement is served by either party upon the other by certified mail, return receipt requested, at least sixty (60) calendar days prior to the expiration date of this agreement; provided, however, this Agreement shall terminate at midnight of June 30, 2024 unless modified, renewed or extended by mutual written agreement signed by the parties.

For the College



Date: 6/24/2021

For Service Employees International Union, Local 1



Date: 08/18/2021

**APPENDIX A**  
**FORM OF DEDUCTION AUTHORIZATION**

## APPENDIX B

**APPENDIX C  
GRIEVANCE FORM**