

ARTICLE 13

WAGES, HOURS OF WORK AND OVERTIME

Section 13.1 – Normal Hours of Work

A. The normal workweek will be 37.5 hours. A workweek begins at 12:00 a.m. Thursday and ends at 12:00 a.m. 168 hours later (*i.e.*, Wednesday night/Thursday morning).

B. The normal workday is 7.5 hours. The normal workweek is five (5) consecutive days. The College may, with ten (10) days' written notice to the Union and to the affected employees, modify the normal workday to not less than four (4) hours nor more than ten (10) hours. The College, upon ten (10) day's written notice to the Union and the affected employees, may modify the workweek to five (5) non-consecutive days or to four (4) consecutive days. It is recognized that one or more employee classifications covered by this Agreement are working a schedule other than five (5) consecutive days at the time of the execution of this Agreement.

C. Normally, employees shall receive two (2) fifteen-minute paid breaks during the workday and an unpaid one-hour lunch. These breaks shall normally be duty-free. If the employee works during his/her regularly scheduled break or lunch break, the employee will be scheduled to take the missed breaks prior to the end of the shift. If the lunch break is missed and not rescheduled, it will be paid.

Section 13.2 – Wages

A. The salary Schedule set out at the end of this Article shall apply to all bargaining unit employees.

B. All newly-hired employees will be paid no less than the minimum rate for their pay grade. New employees may be paid up to ten percent (10%) above the minimum, based on education and prior relevant experience, with prior approval of the appropriate Cabinet Member. Whether the education and prior relevant experience justifies pay above minimum will be determined by the Human Resources Department. Under extraordinary circumstances, when qualified employees cannot be found because of inability to meet market salaries, the College President may authorize additional compensation.

C. Nothing set forth in this Article is intended, nor shall it cause, a decrease in the salary currently being paid to any employee.

D. In the event the Board decides to initiate a salary study the parties will establish a Joint Committee. This committee will have two (2) co-chairs, one appointed by the Union, one appointed by the Board. The committee will include an equal number of College and Union-appointed members.

E. All regular employees, including probationary employees, who are included in the classifications listed in Appendices A through C, will receive a 2.5% increase in base hourly rate/salary effective July 1, 2003, provided that no employee will receive less than 25 cents per hour:

1. No employee, as a result of receiving the 2.5% increase, will exceed the maximum of his/her job grade.
2. Effective July 1, 2003, the minimum and maximum for each classification will be increased by 1%.
3. If the employee is at or above the maximum for the pay grade, or as a result of the 2.5% increase would be above the maximum, the employee will receive a lump sum bonus

of up to 2.5% so that the total increase in the base rate and lump sum bonus equals 2.5%. The lump sum bonus will be calculated based on the employee's gross earnings for the July 1, 2002 through June 30, 2003 fiscal year.

F. Employees whose positions are funded in whole or in part by a grant will receive an increase to the extent an increase is provided in and funded by the grant, not to exceed the increases described in paragraph E above, and as otherwise provided by this Agreement. College employees applying for grant extensions will be encouraged to include sufficient funds in the grant for anticipated future wage increases.

Section 13.3 – Shift Differentials

Non-exempt employees regularly assigned to start work at or after 1:30 p.m. and prior to 5:30 a.m. (afternoon or evening shift) on a majority of the employees scheduled workdays will be paid a 35¢ per hour shift differential. Beginning July 1, 2003 the shift differential will be 45¢ per hour; beginning July 1, 2004, the shift differential will be 50¢ per hour. Employees temporarily assigned to an afternoon or evening shift (for example, to cover for an absence or vacation or during registration) will not receive the shift differential.

Section 13.4 – Future Wage Increases

The parties recognize that all wage increases for future years under this contract, or after expiration of this contract, are subject to collective bargaining. Therefore, no wage increase of any kind, other than promotional wage increases, will be implemented for the second and third year of this contract, or after the expiration of this contract, until a new collective bargaining agreement has been negotiated or until the parties exhaust the statutory impasse procedure.

Section 13.5 – Overtime Compensation (Non-Exempt)

A. When a non-exempt (hourly paid) employee actually works in excess of forty (40) hours during the work week, the employee shall be considered to have worked overtime. If payment is received for overtime work, employees shall be compensated at the rate of one-and-one-half (1-1/2) times his/her regular hourly rate for all hours worked in excess of forty (40) hours per work week. Employees shall receive payment for overtime in the same check in which they receive their pay for straight-time work for that same pay period.

B. A non-exempt employee may be granted compensatory time off in lieu of overtime pay. If compensatory time is received for overtime work, employees shall receive one-and-one-half (1-1/2) hours compensatory time for all hours worked in excess of forty (40) hours per workweek, provided that the maximum accrual of compensatory time is 240 hours.

C. Whether a non-exempt employee receives compensatory time off or payment for overtime work shall be determined by the non-bargaining unit supervisor. If compensatory time earned by an employee cannot be scheduled and used by the employee by March 31 of each year, then the compensatory time shall be converted to a cash payment at the pay rate in effect for the employee as of March 31.

D. Academic Advisors will be classified as non-exempt employees. Academic Advisors may be assigned additional duties which will include, but not be limited to job fairs, catalogue preparation, club sponsorship, recruiting, high school visitation, college nights, and other academic-related duties. It is recognized that the addition of duties to Academic Advisors may require a more flexible work schedule.

Section 13.6 – Overtime (Exempt Employees)

The salary of an exempt employee is intended as compensation for all hours worked. However, recognizing that there are times, such as registration, when exempt employees may be required to work substantial hours beyond the hours normally required to perform the employee's job, exempt employees will be entitled to receive additional compensation as follows:

A. When the employee is required to work in excess of forty-five (45) hours in the workweek.

B. When the employee's non-bargaining unit supervisor approves of the extra hours worked.

C. When given, the extra compensation shall be one (1) hour of pay or compensatory time off (at the College's option) for each hour actually worked in excess of forty-five (45) hours per workweek. Compensatory time must be used by the employee; it is not payable upon termination, nor can it be used in coordination with termination.

Section 13.7 – Leave

Holidays, vacation, sick leave, College closures and jury or witness duty leave, and any other leave, whether paid or unpaid, shall not be considered as time worked in computing overtime.

Section 13.8 – Call Back (Non-Exempt)

A non-exempt employee who has left work for the day and who is required to return to work, or who is called in to work on one of his/her days off (*i.e.*, the employee was unaware of the requirement when he/she left work prior to the call-back), shall be paid the applicable straight

time/overtime rate of pay from the time the employee leaves for work until the employee returns home, or reasonably could have returned home.

Section 13.9 – College Closing

If the entire College is closed on any day not set forth in this Agreement for an emergency on a short-term basis (5 days or less), non-exempt employees who are relieved from work for the full day will receive seven and one-half (7-1/2) hours of pay for any full day the employee was otherwise scheduled to work. If a College campus is closed for less than a full day for any reason, non-exempt employees who are relieved from work will be paid for all hours they were regularly scheduled to work on that day. Employees may be required to continue working at their assigned location (*e.g.*, security at Dale Mabry Campus during early closing for a football game), or may be reassigned during a partial College or Campus closing, and no “closing” time will be paid under this Section. If the closing is the result of an emergency and the employee is required to work at the otherwise closed facility, the employee will be paid time-and-one-half for all hours worked at the closed facility during the emergency. The rate will revert to straight time even if the facility remains closed after the emergency (hurricane, for example) is over.

Section 13.10 – Pay for All Hours Worked

A. When non-exempt employees are required to attend any event or training outside of their regularly scheduled work hours, attendance at such events or training shall be considered hours worked for overtime purposes and shall be compensated at the appropriate straight time/overtime rate.

B. Non-exempt employees' participation in non-work activities beyond the regular workday (community functions) for which no additional compensation is paid shall be strictly voluntary, and non-participation in such activities shall not be a criterion in any evaluation of job performance.

Section 13.11 – Education Reimbursement

A. Employees and their dependants may take credit courses at HCC without paying tuition and fees. The maximum credit hours for employees are six (6) per semester. The College shall continue the practice of not charging employees and dependents tuition and fees for non-credit courses for which the College currently does not charge employees or dependants.

B. Employees attending any accredited college in pursuit of an undergraduate (B.A. or B.S.) degree or a graduate degree, will be reimbursed for actual tuition, not to exceed \$150 per credit hour for undergraduate courses and \$200 per credit hour for graduate courses, provided:

1. The employee is working toward a degree;
2. The course work has been approved in advance as provided by College Administrative Procedures. Work schedule modification must be approved by the Campus President, appropriate Vice President, or designee. Such approval shall not be arbitrarily denied.
3. The employee earns a grade of "Satisfactory" or "C" or better in pursuing an undergraduate degree, or a "Satisfactory" or "B" or better if pursuing a graduate degree. The maximum reimbursement under this Section is \$900 for undergraduate courses and \$1,200 for graduate courses per semester. The maximum reimbursement to bargaining unit employees under this

Section for the three bargaining units combined is \$35,000.00 per fiscal year.

Section 13.12 – Miscellaneous

A. The Board shall pay for the costs of tests, licensing and certifications employees are required to take and maintain that the Board has regularly paid for prior to the execution of this Agreement.

B. All employees who are required to wear uniforms as part of their job shall be provided such uniforms by the College. Maintenance of uniforms will be the employee's responsibility.

C. The following information shall be contained on each employee's pay stub: the number of regular hours worked and regular pay earned, overtime worked and overtime pay earned, compensation time earned and used; the employee's current rate of pay, a complete description of all deductions made from the paycheck (including taxes, union dues and other authorized deductions) and the employee's current leave balances.

D. All employees shall have the option of direct electronic deposit of their pay into a bank or credit union mutually agreed upon.

E. Authorized travel for employees of the Board shall be reimbursed at the current State of Florida rate.

F. When a payday falls on a holiday, checks due for time worked through the end of the pay period preceding the holiday will be issued on the last work day before the holiday.

Section 13.13 – Overtime Distribution

The College will make a reasonable effort to equitably distribute the overtime to employees by campus by job classification among those who normally perform the work during the normal workday. If holdover overtime is required, the College has the right to assign the overtime work to the employee who performs that work during the regular workday. There shall be no pay for time not worked under this Section.

ARTICLE 18

PAID HOLIDAYS/BREAKS

Section 18.1 – Schedule of Holidays

The following are the scheduled holidays:

- New Year's Day (Part of Winter Break)
- Dr. Martin Luther King, Jr. Day (Day designated annually)
- President's Day/Susan B. Anthony Day (Brandon, Dale Mabry, Ybor and District only – day designated annually)
- Strawberry Festival (Plant City only)
- Spring Break Recess (Friday before Easter – if employee is regularly scheduled to work Friday and Saturday, the Saturday before Easter is the holiday)
- Memorial Day (Day designated annually)
- Independence Day (or day before or after holiday if July 4 falls on Saturday or Sunday)
- Labor Day (First Monday in September)
- Veteran's Day (November 11 or day designated for Veteran's Day observance)
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day (Part of Winter Break)

Employees will be paid 7-1/2 hours for each holiday.

Section 18.2 – Breaks

A. There will be a ten-day (75 hours paid-time) break during Winter Break. Two of the ten days (15 hours paid-time) are Christmas and New Year's. The College will annually determine the days to be included in the break and publish the days as part of the College

Calendar. Pay for the Winter Break for non-exempt employees will be 60 hours plus 15 hours for Christmas and New Year's Day. Exempt employees will be paid two weeks pay.

B. There will be a five-day Mid-term Break. The College will annually determine the days to be included in the break and publish the days as part of the College Calendar. Pay for non-exempt employees will be 37-1/2 hours for Mid-term Break. Exempt employees will be paid one weeks pay.

Section 18.3 – Holiday Pay

To be eligible to receive holiday pay an employee must work all of his/her regularly scheduled hours the day before and the day after the holiday or be on paid approved leave.

Section 18.4 – Day Off on Holiday

If an employee's regularly scheduled day off falls on a holiday, the employee will be given another day off with pay.

Section 18.5 – Work During Winter/Mid-Term Break

If an employee works on a day the College is closed during the Winter or Mid-term break under Section 18.2, the employee will receive time and one-half for all hours actually worked on a designated Winter or Mid-term break day as set forth under Section 18.2, plus seven and one-half (7-1/2) hours of regular straight-time pay.

Section 18.6 – Non-Exempt Employees Work on a Holiday

Non-exempt employees who work on a scheduled holiday will be paid time-and-one-half (1-1/2) the employee's regular straight-time for all hours actually worked on a scheduled holiday plus seven and one-half (7-1/2) of regular straight-time pay. This Section is applicable to holidays listed in Article 18, Section 1 of this Agreement, plus Christmas Day and New Year's Day.