

**Agreement Between**

**HILLSBOROUGH COMMUNITY COLLEGE**  
**District Board of Trustees**

and the

**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**Florida Public Services Union**

**July 1, 2008 through June 30, 2011**

**(Amended August 18, 2009)**

## **Section 10.4 – Security Officers Shift Bidding**

A. Security officers shall be allowed to bid their shifts by seniority once each year, during November. Management shall post the annual bid mid-November, no later than 2 weeks prior to the bid date, which shall be December 1. Security Officers shall bid by seniority until all open shifts are filled.

B. When an open shift becomes available during the year, management shall post the shift five (5) days after it becomes open and bidding shall occur five (5) days after posting. The vacancy created by a successful bidder shall then be bid by another employee. However, the number of bids shall be limited to four (4) for the first year of this agreement and two (2) thereafter. Any additional openings created may then be filled by the College. Employees may bid on vacancies no more than two (2) times in a calendar year.

C. Absent officers may use union stewards as proxies to bid for either annual or open positions.

D. There shall be no bidding for shifts or vacancies for Lead Security Officers.

## **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 who are included in the classifications listed in Appendices A through C, will receive a one-time lump sum payment of \$1,000 for the 2009-2010 fiscal year. Employees in their probationary period will not receive the \$1,000 unless or until they successfully complete the probationary period. The non-recurring lump sum payment will not be added to base wages or included in the calculation of future wage increases.

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 13.4 – Future Wage Increases**

The parties agree to re-open Article 13 to negotiate wage increases for year three (2010) of the contract. A notice of the desire to re-open shall be given at least ninety (90) days prior to the end of the fiscal year.

#### **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. The non-exempt employee will be given an opportunity to express a preference to earn overtime pay or compensatory time off, and the supervisor will make a reasonable effort to accommodate the employee's preference. 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. This shall be included in the check for the first full pay period in April.

D. No employee will have his/her time sheet/time report changed without his/her knowledge.

### **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 work week.

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 work week. The exempt employee will be given an opportunity to express a preference to earn compensatory pay or compensatory time. Compensatory time must be used by the employee; it is not payable upon termination, nor can it be used in coordination with termination.

D. Academic Advisors will be classified as 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.

## **ARTICLE 25**

### **DURATION**

#### **Section 25.1 – Term of Agreement**

Except as provided in Article 13, this Agreement shall become effective the date of ratification by both parties, and shall remain in full force and effect through midnight, June 30, 2011. Article 13.4 and one other article selected by either party may be re-opened for negotiation for years two and three of this Agreement.

#### **Section 25.2 – Notice**

Upon written notice by either party during February 2011 of the parties' intent to terminate this Agreement, negotiations will begin within a reasonable time for a replacement collective bargaining agreement. If notice is not given, the Agreement will automatically renew

itself for one-year periods (July 1, 2009 through June 30, 2011) and for like one-year periods thereafter until timely notice is given.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 2009.

**HILLSBOROUGH COMMUNITY COLLEGE**

\_\_\_\_\_  
Board of Trustees, Chairman

\_\_\_\_\_  
President

**SERVICE EMPLOYEES INTERNATIONAL UNION  
Florida Public Services Union**

\_\_\_\_\_  
Chapter Chairman

\_\_\_\_\_  
Chief Negotiator