

**AGREEMENT BETWEEN**

**HILLSBOROUGH COMMUNITY COLLEGE  
DISTRICT BOARD OF TRUSTEES**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
NATIONAL CONFERENCE OF FIREMEN AND OILERS  
LOCAL 1220, AFL-CIO, CLC**

**December 16, 2002 through June 30, 2005**

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**ARTICLE 1**  
**RECOGNITION**

**Section 1.1 – The Parties**

In accordance with Chapter 447, Part II of the Florida Statutes, this Agreement is entered into by and between the Hillsborough Community College (hereinafter “the College” or “HCC”) and the Service Employees International Union, National Conference of Firemen & Oilers, Local 1220, AFL-CIO, CLC (hereinafter, “the Union” or “SEIU”).

**Section 1.2 – Bargaining Unit Definition**

The College hereby recognizes the Union as the exclusive bargaining agent for all employees of the College in each of the three separate units certified by the Florida Public Employees Relations Commission in Case No. RC-98-006, Cert. No. 1243; Case No. RC-98-017, Cert. No. 1219; and Case No. RC-98-018, Cert. No. 1218, as amended by Case No. AC-2002-003. The Certifications, as corrected by the parties, are attached as Appendices A through C. All employees not specifically included in one of the units described in Appendices A through C are excluded.

**Section 1.3 – Unit Modifications**

Clarifications of and amendments to the bargaining unit as defined above shall be by mutual consent of the Board and the Union or, in case of a dispute, solely by determination of the Florida Public Employees Relations Commission. This shall in no way restrict the right of the College to create, abolish, reclassify and/or modify job duties, job descriptions or positions. However, the College shall notify the Union as soon as practical, but no later than the Board is notified of any such change and the Union shall have the right, if provided by law, to bargain the impact of such change.

Consistent with sound management practice, the College may implement the proposed changes while impact bargaining is pending.

#### **Section 1.4 – Representatives**

The Union recognizes the Board as the duly constituted legislative body and agrees to bargain collectively solely with College Representatives. The College recognizes the Union as the exclusive bargaining agent for employees in the above described separate units and agrees to bargain collectively solely with Union Representatives.

#### **Section 1.5 – Contrary Agreements**

To the extent that provisions of any handbook, rule book, manuals, internal administrative procedures or other written documents conflict with a specific provision of this Agreement, this Agreement shall prevail.

#### **Section 1.6 – Bargaining Unit Integrity**

The Board recognizes the integrity of this bargaining unit and will not use appointments of temporary employees, emergency employees or substitute employees for the sole purpose of eroding the bargaining unit.

#### **Section 1.7 – Savings Clause**

If any provision of this Agreement is held to be contrary to law, said provision shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining provisions of this Agreement shall remain in full force and effect for the duration of the Agreement if

not affected by the deleted provision. The parties, upon the request of either, will enter into negotiations to replace deleted provisions.

## ARTICLE 2

### DEFINITIONS AND FUTURE NEGOTIATIONS

#### Section 2.1 – Definitions

Whenever used in this Agreement, the following terms shall have the designated meanings:

**BARGAINING UNIT** – Three separate units as defined by the Public Employees Relations Commission.

**BOARD** – The duly appointed members to the Hillsborough Community College District Board of Trustees.

**CAMPUS** – The District Office, Dale Mabry Campus, Ybor Campus, Plant City Campus and Brandon Campus, plus any additional campuses or other sites created by Board action.

**CHAPTER CHAIRPERSON** – The duly elected chairperson of the Hillsborough Community College Chapter to Service Employees International Union, National Conference of Firemen and Oilers, Local 1220, AFL-CIO, CLC.

**COLLEGE** – Hillsborough Community College.

**COLLEGE REPRESENTATIVE** – The College President or her designated representatives.

**EMPLOYEE** – A person employed in a job classification included in Appendix A through C, or employed in a job classification that the parties agree to include in one of the Appendices.

**UNION** – Service Employees International Union, National Conference of Firemen and Oilers, Local 1220, AFL-CIO, CLC.

**UNION REPRESENTATIVE** – Chief Stewards, Stewards, Union officers, Union staff, Union-appointed members, Chapter officers, Chapter staff, Chapter-appointed members to joint labor-management committees and all other appointed by the Union to represent the interests of the employees in the bargaining unit. The Board agrees to negotiate with Union Representatives

designated by SEIU, NCFO, Local 1220. The obligation of the College to recognize Union representatives for purposes of contract administration is limited to those Union Representatives designated in the appropriate Article of this Agreement.

### **Section 2.2 – Future Negotiations**

A. Neither party shall have any control over the selection of the bargaining representatives of the other party. Each party shall furnish to the other a list of the names of bargaining team members prior to the first bargaining session and changes as they occur. Each party shall bear the cost of its own consultants, if any.

B. Each team shall designate a Chief Spokesperson who shall be the primary spokesperson for his or her team during negotiations. All members of the bargaining teams shall be permitted to speak at the bargaining table as needed. Each bargaining team may have consultants present at the bargaining sessions, who shall also be permitted to speak at the bargaining table.

C. Bargaining teams will negotiate in open sessions. The Board shall provide meeting space for all negotiating sessions, without charge to the Union.

### **2.3 – Utilization of Temporary Employees.**

Except in Grant Programs and newly-established programs, where it is understood that temporary employees are routinely utilized for more than one year, it is the goal of the parties that temporary employee status be for no more than one year. If an employee, other than when in programs noted above, exceeds the one-year goal, the parties will meet to attempt to resolve the issue.

## **ARTICLE 3**

### **PROHIBITION OF STRIKES AND LOCKOUTS**

#### **Section 3.1 – Strike Prohibition**

The Union agrees that neither it nor its members shall participate in a strike against the Board and/or the College by instigating, encouraging or supporting in any manner a strike. “Strike” means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted failure of employees to report to work after the expiration of this Agreement; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment for the purpose of: (1) inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of public employment; or (2) supporting a position relating to the interpretation of this Agreement. The term “strike” shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities and picketing in furtherance of a work stoppage.

#### **Section 3.2 – Union Response to Strike**

The Union further agrees that it will do everything in its power to prevent its members from engaging in a strike and that in the event a strike does occur, the Union will use all available means to effectuate a cessation of the strike activity.

#### **Section 3.3 – Remedies**

It is expressly agreed and understood that in the event of a strike the Board and/or College may, in addition to other remedies available to it under law, petition a court of competent jurisdiction for appropriate injunctive relief.

**Section 3.4 – Lock-Out Prohibition**

The College agrees not to lock out employees.

## ARTICLE 4

### NON DISCRIMINATION

#### Section 4.1 – Union Activity

Neither the College nor the Union shall discriminate against any employee covered by this Agreement because of Union membership or non-membership, or activity in support of or opposition to the Union. This Section does not apply to the Union's right to refuse to represent non members in the Grievance and Arbitration Procedure.

#### Section 4.2 – General

The College agrees, to the extent discrimination is prohibited by and defined in applicable federal or state law, it will not discriminate against employees based on race, color, religion, national origin, sex, age, disability, marital status or veteran status. The parties also agree not to discriminate on the basis of sexual orientation. It is the intent of the parties that any employee alleging discrimination under this Section will have a choice of remedy, *i.e.*, under the applicable federal or state statutes or under the Grievance and Arbitration Procedure under this contract, but not under both. By filing a charge with the applicable state or federal agency, the employee and the Union on behalf of the employee waive the right to file a grievance under this contract. If already filed, the grievance shall be dismissed.

Grievances alleging a violation of this Section will be filed with the Office of Institutional Equity, or if filed under Step 2 of the Grievance Procedure (Article 9.5, Step 2), will be referred to the Office of Institutional Equity for investigation. To be considered a grievance under Article 9, it must be filed within the time limits established in Article 9. Once the investigation is complete, a written response will be given to the grievant. The grievant may request arbitration under Article

9.5, Step 5 within ten days of the date the response was received. If no response has been received within 90 calendar days following receipt of the grievance by the Office of Institutional Equity, the grievant may withdraw his/her grievance and request arbitration under Article 9.5, Step 5, within ten days of the request to withdraw.

## ARTICLE 5

### MANAGEMENT RIGHTS

#### Section 5.1 – Reserved Rights

Except as limited or modified by the express written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the Board and/or the College prior to this Agreement are retained by the Board and/or College and may be exercised without prior notice or consultation with the Union.

#### Section 5.2 – Specific Rights

The management of the College and the direction of its work force, including but not limited to the exclusive rights: to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to transfer an operation or any part thereof from one campus to another; to establish new jobs; to abolish or change existing jobs; to increase or decrease the number of jobs or employees; to introduce or change existing equipment, services or facilities; to assign work to be performed; to create or abolish shifts; to require employees to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer employees from job to job, to a shift or a campus to another job, shift and/or campus, either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change College policies, practices, procedures or rules of conduct; to establish the standards of conduct and work of employees; to discipline or discharge employees; to lay off employees as determined by the Board; to establish requirements for employment; to promote and demote employees; and to have complete authority to exercise those

rights and powers incidental to each of the rights reserved to management, including the right to alter or vary past practices as the College may determine to be necessary for the orderly and efficient operation of the College, shall be vested exclusively in the College, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement. The College's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right nor preclude the College from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

### **Section 5.3 – Civil Emergency**

If, in the sole discretion of the College President, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the College President during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. The College will notify the Union Office as soon as practical.

### **Section 5.4 – Incidental Duties**

It is understood by the parties that every incidental duty connected with the operations enumerated in job descriptions is not always specifically described and employees, at the discretion of management, may be required to perform other College related duties not specifically contained in their job description. However, it is also understood that employees will normally be assigned duties that are consistent with the functions listed in their job description.

### **Section 5.5 – Notice**

In the spirit of continued harmonious relations between the Union, the employees and the College, the College agrees to provide notice to the Union, in writing at the Union's last known address on file with the College of any new or proposed change in Administrative Policies or Procedures of general application 14 calendar days prior to implementation, which would affect members of the bargaining unit. Upon request, the parties will negotiate as required by law. Consistent with sound management practice, the College may implement the proposed change while impact negotiations are pending under Section 5.6, to the extent permitted by Florida law.

### **Section 5.6 – Impact Bargaining**

Nothing contained in this Management Rights Article shall be interpreted as a waiver of the College's obligation, if any, to bargain over the impact of the exercise of management rights on wages, hours and terms and conditions of employment, to the extent such obligation exists at the time of the change or proposed changes under Florida Statutes Chapter 447 and applicable case law. A request to bargain impact under this Section must identify the negotiable effects of the changes upon the terms and conditions of employment of the impacted employees and be received within fourteen (14) calendar days of the notice under Section 5.5, or if no notice is given, within fourteen (14) calendar days of the date a Union representative became aware of such changes shall be considered timely. Such bargaining shall proceed within ten (10) days of request. The College may implement any such changes prior to the exhaustion of the impasse procedure, to the extent permitted by Florida law.

## **ARTICLE 6**

### **EMPLOYEE RIGHTS**

#### **Section 6.1 – Dignity**

Every employee of the College, both in and out of the bargaining unit, shall be treated with respect and dignity in the workplace. The College, Union and employees are mutually responsible for a dignified and respectful workplace.

#### **Section 6.2 – Union Representation**

A. Representation of employees by the Union in each of the three separate bargaining units shall be governed by the provisions of Section 447, *Florida Statutes*, as amended.

B. Employees have the right to request the assistance of a recognized Union steward in the following situations:

1. Where the employee is being issued a disciplinary action;
2. Where the employee has a reasonable belief that a meeting called by management representatives of the College will lead to disciplinary action.
3. In a non-emergency situation, when an employee has a reasonable belief that performance of a specific assignment will result in injury, in which case the Risk Manager or designee will also be called.
4. Where the employee's locker or desk is to be searched by representatives of the Board, provided a steward from the Campus must be immediately available; and
5. Where the employee is being ordered to take a drug test, provided a steward from the Campus must be immediately available.

C. When an employee requests Union representation under this Section, except as provided in Section 6.2(B)(4) or (5), no disciplinary action shall be taken until a Union representative is present. The employee's entitlement to a steward under this Section is to the availability of a Union steward, not necessarily the Union steward of the employee's choice. Nothing in this Section will prevent the College from suspending an employee with or without pay pending the availability of a Union representative. An employee may request the presence of a Local or International representative; *provided that*, there will be no delay in any meeting or disciplinary action while waiting for such representative to arrive.

### **Section 6.3 – Indemnity**

Employees will be indemnified for any legal fees incurred and judgments entered against them as provided in state law and as interpreted by the courts.

### **Section 6.4 – Political Rights**

A. Nothing contained in this Agreement shall be construed to deny or limit employees' First Amendment Rights (freedom of speech, expression and association) as guaranteed by the Constitution of the United States of America and the State of Florida.

B. The rights of all employees to work and to vote for the party, candidates and referendum issues of their choice shall never be questioned, abridged or denied.

C. The Board or their designee(s) are prohibited from asking any employee to make a political contribution, to assist a political candidate or issue or to take any action in relation to a political candidate, campaign or issue where the employee's failure to do so as asked will in any way affect his/her status as an employee of the Board.

## **Section 6.5 – Privacy**

The following rules shall apply to employee personnel files:

A. No formal disciplinary document shall be placed in an employee's personnel file until it has been shown to the employee and the employee has signed the document to show that he/she had a chance to read the document. If the employee refuses to sign, it shall be so noted on the document.

B. An employee shall have the right to review all documents contained in his/her own official personnel file (and in all of an employee's personnel files maintained by an administrator or other supervisor), whether or not such documents are subject to public disclosure under state law.

C. An employee shall not be charged for photocopying of any document in his/her own personnel file.

D. A Union representative shall be charged for photocopying of any document in an employee's personnel file or any other College document at the same rate charged the general public.

## **ARTICLE 7**

### **UNION RIGHTS**

#### **Section 7.1 – Stewards**

A. The Union shall have the right to designate, and the Board shall recognize, one steward for each twenty-five (25) employees, or major portion thereof, represented by the Union on each campus. The Union shall provide an up-to-date list of the names of all Union representatives and elected officers to the Board. Each steward shall be assigned to represent a designated group of employees, but shall be authorized to represent any employee should the need arise. The College will have no obligation to deal with individuals identifying themselves as stewards or representatives who are not on the list submitted by the Union. The Union shall notify the College in writing of changes in a timely manner.

B. When an employee is entitled to and requests Union representation, an on-duty steward shall be notified of the request and released from work without loss of regular straight-time pay to provide representation. If a steward is on overtime when requested and released, the steward will be paid overtime. Normally, an on-duty steward on the Campus where the employee works will be requested. If a Local or International Union representative is present, they can represent the employee.

#### **Section 7.2 – Information**

All information described in the following subsections shall be furnished to the Union free of charge.

A. *Board policies* – All Board adopted Policies and College adopted Administrative Procedures shall be furnished to the Union at its current office upon their adoption or modification.

B. *Board publications* – Board publications distributed to the public, such as newsletters and bulletins, will be sent to the Union at its current office and Chapter Chairperson. The current address and phone number of the Union Chapter Chairperson will be included in the College Directory, provided the College is furnished, on Union letterhead, the name of the Chapter Chairperson by August 1 of each year.

C. *Financial information* – The College shall furnish the Union with copies of information distributed to the Board for public meetings.

D. *Agenda/Minutes* – The Board shall furnish the Union with a copy of the agenda packets for all Board meetings.

E. *Employee notices* – The Board shall furnish the Union with a copy of written communications distributed to all bargaining unit employees.

F. *Employee lists* – The College shall, upon the ratification of this Agreement and quarterly thereafter beginning in October 1999, prepare a seniority list of the employees in each bargaining unit showing name, home address, job classification, campus, pay grade, seniority date and, if available, the home telephone number, each as shown on College records. The seniority list shall be used as required for the basis of action under other articles of this Agreement. Once complete, each list shall be given or mailed to the Union at the last known address on College files. To the extent this information is available in an electronic format, it will be provided to the Union.

G. *Job descriptions* – The Board shall furnish the Union with a copy of each Job Description for all existing job classifications.

H. *Job vacancies* – The Board shall furnish the Union with a copy of each announcement of a job vacancy.

### **Section 7.3 – Access**

A. Union representatives shall be permitted to transact Union business necessary to enforce this contract on College property, in non-work areas and in work areas, provided access to the work area is limited to access necessary to investigate a grievance, and provided that there is no interference with the work of employees nor disruption of normal College operations. Upon entering College property, the Union representative shall notify the appropriate Campus Dean (Director of Human Resources at the District Offices) of his or her presence and shall notify them of his or her departure.

B. The Union will be notified when a College or Campus-wide meeting is being held for the purpose of discussing wages or benefits. The Union may send two (2) non-employee representatives.

### **Section 7.4 – Facilities**

A. *Rooms* – The Union and its representatives may use Campus rooms to meet with College employees during the non-working time of employees. No rental will be charged; however, if any expense is involved for maintenance, security, etc., the Union will pay such charges. Room use shall be subject to the following:

1. A room is available that is not being used by the College and has not been scheduled by any other organizations; and

2. The Union gives three full days' advance notice of the request for room use to the Campus President(s). (District Offices – Auxiliary Services Officer)

B. *Phones* – Union stewards will be permitted reasonable use of College telephones to conduct Union business, without charge (local phone calls only), during non-working time.

C. *Mail* – The Union will be permitted to use the internal campus mail system for bulk distribution of Union flyers and literature to a steward or charter officer during regularly scheduled mail delivery.

D. *Bulletin Boards* – The Union may provide the College with up to five (5) bulletin boards (one per Campus), which the College will install in an area where other notices to employees are posted. The bulletin boards will be the same size for each Campus and will be no bigger than necessary to accommodate four notices of an approximate 8-1/2 inch X 14 inch size.

### **Section 7.5 – Conduct of Union Business**

A. *Regular Work Hours* – Union business shall not be conducted during normal work hours except as hereinafter provided. When a Union representative is appointed to a College Committee and attends committee meetings, the employee will be paid for time at the meeting. Except for attendance at such meetings and attendance at meetings conducted under Steps 2 through 4 under the Grievance Procedure; investigations of grievances as provided in paragraph B; and when appearing as a Union representative under Section 6.2, all meetings shall be on non-paid time, except as otherwise provided by the Fair Labor Standards Act. Payment for attendance at meetings under Steps 2 through 4 of the Grievance Procedure; investigations of grievances; and under Section 6.2 will be limited to the regularly-scheduled straight-time hours the employee is absent from work to attend such meetings.

B. *Investigating Grievances* – Union stewards will be allowed limited reasonable time during the steward’s regularly scheduled workday to investigate a grievance. The time will be scheduled with the steward’s non-bargaining unit supervisor and will be granted consistent with the goal of having a minimum impact on the steward’s work area. Overtime will not be paid under this paragraph.

C. *Leave for Union Business* – The Board agrees to release one employee at any one time who takes a full-time position with the Union for up to one (1) year without pay. Any such employee shall be designated by the Union. During the unpaid leave, the employee shall continue to accrue seniority credit for all purposes, but shall not accrue sick leave, vacation leave or Florida Retirement System credit. The employee or the Union must provide money necessary to continue health, life and dental insurance coverage for the employee in an amount equal to COBRA payments. The employee shall be returned to his/her same job and worksite at the conclusion of the leave, provided the employee would have continued in such job had no leave been taken.

## ARTICLE 8

### DUES DEDUCTION

#### 8.1 - Membership Dues

Upon initial receipt of a wage assignment form properly written, executed and delivered to the Director of Human Resources from the Union, the Administration shall deduct membership dues, uniform assessments and voluntary uniform COPE deductions on a biweekly basis from the wages earned by the bargaining unit member who individually authorizes such deduction.

A. The Administration shall deduct only the amount of money certified by the Union as the amount of membership dues, uniform assessments and COPE deductions owed to the Union by a member of the Union.

B. The form for dues, uniform assessments and COPE deductions shall include the employee's name, signature, and social security number and the Union's name.

C. The form for dues, uniform assessments and COPE deductions shall be filed with the Director of Human Resources.

D. The Administration shall forward the dues, uniform assessments and COPE deductions with an itemized list (that will include the names, social security numbers, and amount of dues, uniform assessments and COPE deductions for each individual) to the official designated by the Union each pay period no more than fifteen (15) days after deduction. The Administration shall be obliged to make no more than one dues, uniform assessments or COPE deduction from any employee's pay in any single pay period. There shall be no obligation to make deductions in arrears unless the arrears are due to past error by the Administration.

E. Deduction authorizations shall be valid until revoked or until termination of employment. An employee may revoke dues authorization upon thirty-(30) days' written notice to the Director of Human Resources and to the Union. The Union will promptly notify the Administration within thirty (30) days if deductions are cancelled under this Article.

F. The Administration will not deduct at any time any monies representing fines, fees, initiation fees, or penalties.

G. The Union agrees to indemnify and save the Board harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues, uniform assessments and COPE contributions from employees' pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the properly designated official of the Union.

## **ARTICLE 9**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section 9.1 – Purpose**

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of a specific term of this Agreement.

#### **Section 9.2 – Definition of Grievance**

For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any employee or group of employees may have as to the interpretation, application, and/or alleged violation of some express provision of this Agreement which is subject to the Grievance Procedure.

#### **Section 9.3 – Representatives**

All employees shall have the right of Union representation at each step of the grievance procedure, if they desire and the Union agrees. If a bargaining unit employee desires Union representation, and the Union agrees to represent the grievant, no grievant will be required to discuss any grievance if a Union representative is not present.

Nothing in this Agreement shall be construed to prevent any employee from presenting, at any time, his/her own grievance in person or by a representative to the College and having such

grievance adjusted without the intervention of the bargaining agent; provided the adjustment is not inconsistent with the terms of this Agreement.

**Section 9.4 – Effect of Time Limits**

A. The failure of the grievant and/or Union to proceed from one step of the grievance procedure to the next step within the time limits set forth herein shall be deemed to be a waiver of the grievance and shall constitute a waiver of all future appeals concerning the particular grievance.

B. The failure on the part of any College representative to render a decision on the grievance within the time limits set forth in this Agreement shall operate as a denial of the grievance, and entitle the employee to proceed to the next step.

C. All time limits may be extended by mutual written agreement. The term “day” or “workdays” for the purposes of this Article shall be defined as Monday through Friday, exclusive of recognized holidays and the days the College is closed for Winter and Mid-Term break.

D. The parties agree it is important that grievances be processed as rapidly as possible. The number of days indicated at each level is to be considered the maximum and every effort shall be made to expedite the process before the deadlines are reached.

E. The day the grievant knew or should have known of the occurrence on which a grievance is based shall be counted as the first day. Actions or responses required shall be taken any time before the close of the grievant’s regular workday on the last day of any time limit or extension thereof.

## **Section 9.5 – Grievance Procedure**

Any grievance arising under this Agreement shall be processed, with or without Union representation, through the procedures as outlined herein until resolution is reached or the grievance is waived. A grievance may be withdrawn at any level.

By mutual written consent, the parties may agree to bypass any step in this procedure. A grievance shall be processed as follows:

**STEP 1:** In the event that an employee believes there is a basis for a grievance, the grievant is encouraged to first meet informally with his immediate non-bargaining unit supervisor. The purpose of this meeting shall be to provide an opportunity for both parties, the grievant and the non-bargaining unit supervisor, to discuss the situation, share all pertinent information, and to reach resolution to the situation. A Union representative shall have the right to be present at this discussion.

**STEP 2:** In order to be deemed timely, a written grievance (except grievances involving suspension or termination) must be delivered in person (in which case the date of receipt will be written or stamped on the grievance), or by certified mail, return receipt requested, to the appropriate Campus Dean or Director within ten (10) days after the grievant knew or should have known of the occurrence on which the grievance is based. The failure of any employee to meet this time limit shall render the grievance moot, and the College shall have no obligation thereafter to process the grievance through the steps of the grievance procedure, including arbitration.

The written grievance must contain the following information: (1) the date of the occurrence of the alleged grievance; (2) the contract Article(s) and specific sections of the Article allegedly violated; (3) a brief description of how they were violated; (4) the remedy or

correction requested; and (5) the signature of the grieving party. In the event the grievant's signature cannot be obtained in order to file the grievance in a timely fashion, the Union may sign for the grievant; provided, however, that the grievant's signature must be submitted before the Campus Dean, Director or designee is required to have a meeting with the grievant under this Step. Any grievance not containing the information set forth above may be processed through the grievance procedure, but shall not be subject to arbitration absent the mutual consent of the parties.

The Campus Dean, Director or designee, the grievant and a Union representative(s) shall meet to discuss the grievance within ten (10) days after the Campus Dean or Director receives the written grievance.

The Campus Dean, Director, or designee shall issue a written reply to the grievant within ten (10) days after the Step 2 meeting.

**STEP 3:** If the Union or aggrieved employee is not satisfied with the response of the Campus Dean, Director or designee, the written grievance shall be presented to the Campus President or appropriate Vice President, in person (in which case the date of receipt will be written or stamped on the grievance), or by certified mail, return receipt requested, within ten (10) days after receipt of the written decision of the Campus Dean/Director/designee.

The Campus President, appropriate Vice President or designee, the grievant and a Union representative(s) shall meet to discuss the grievance within ten (10) days after the Campus President, appropriate Vice President or designee receives the written grievance.

The Campus President, appropriate Vice President, or designee shall issue a written reply to the grievance within ten (10) days after the Step 3 meeting.

**STEP 4:** If the Union or aggrieved employee is not satisfied with the response of the Campus President, appropriate Vice President or designee, the grievance shall be presented in writing to the Director of Human Resources, either in person (in which case the date of receipt will be written or stamped on the grievance), or by certified mail, return receipt requested, within ten (10) days after receipt of the written decision of the Campus President, appropriate Vice President or designee.

The Director of Human Resources, the grievant and a Union representative(s) shall meet to discuss the grievance within ten (10) days after the Director of Human Resources receives the written grievance.

The Director of Human Resources shall issue a written reply to the grievance within ten (10) days after the Step 4 meeting, which shall contain a reasonably complete explanation if the grievance is denied.

**STEP 5:** If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedures, the Union or aggrieved employee may request arbitration by advising the Director of Human Resources in writing of the intent to arbitrate no later than ten (10) days after the response is received, or was due, under Step 4 above. The request will be made by hand-delivery or by certified mail, return receipt requested.

Whenever the Union, or the aggrieved employee if not represented by the Union, requests arbitration in accordance with the provisions of this Section, the parties shall attempt to select an arbitrator. If unsuccessful after ten (10) days, and the Union, or the aggrieved employee if not represented by the Union, decides to arbitrate the matter, the Union/grievant may, within twenty (20) days from the receipt of the answer under Step 4, request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators. An

arbitrator shall be selected from such panel by alternately striking names from the list until the last name is reached. The party requesting arbitration shall strike first. Either party, consistent with FMCS Rules, may strike the entire panel and request a new panel. A copy of the request to the FMCS will be sent on the same day to the Director of Human Resources in person or by certified mail, return receipt requested.

### **Section 9.6**

A. Powers and Authority of the Arbitrator – It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. The arbitrator shall have no power to change any policy or rule of the Board or College, nor to substitute his judgment for that of the Board or College as to the reasonableness of such policy or rule. The arbitrator shall not have the authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall be presented with and decide that issue at the outset of the hearing and shall decide if the grievance is arbitrable, subject to judicial review in accordance with law. The arbitrator may hear more than one (1) grievance at a time by mutual consent of the parties. The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Agreement. The discipline, suspension, or termination of an employee who has been employed less than the full probationary period shall not be made the subject of a grievance.

B. Hearing – In all disciplinary cases at arbitration, the College shall have the burden of proof by the preponderance of the evidence. In all nondisciplinary cases at arbitration, the grievant

and/or Union shall have the burden of proof by the preponderance of the evidence. The hearing shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service.

C. Suspension or Termination – Any grievance involving suspension or termination must be filed within ten (10) days of the suspension or termination with the Human Resources Director at Step 4. The ten (10) day period will begin to run at the time the employee is placed on non-paid status.

D. Settlement – The Union or employee may abandon or settle a grievance. Grievances settled prior to an arbitrator's decision under this Article shall be non-precedent setting and cannot be offered as evidence or precedent in any subsequent arbitration case unless the Union and the College mutually agree in writing that the grievance is precedent setting.

E. Processing Grievances – When meeting with College representatives to process a grievance during regular work hours, the Union steward shall notify his manager of the time that such meeting will begin and shall report back to work immediately after the end of such meeting. While attending such meetings, the steward shall suffer no loss of pay and shall not be required to use accumulated leave. The steward shall not be compensated for attending such meetings outside of his or her regular work time.

F. No Amendments – No grievance can be amended or supplemented after the College's response at Step 4 without the written consent of the Human Resources Director.

G. Power – The arbitrator shall have no power to establish wage scales, rates of pay for new jobs, or to change any wage, except if he is specifically empowered to do so by both parties.

H. Grievance to Comply with Contract – The arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined under Section 9.2 and which comply with the requirements of Section 9.5, Step 2, and the time limits established under Section 9.4 of this Article.

I. Submission Agreement – The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a Submission Agreement, if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievance as described under Section 9.5, Step 2 or as amended under Section 9.6(F).

J. Decision and Award – The arbitrator may not issue declaratory or advisory opinions and shall confine him or herself exclusively to the question which is presented. The arbitrator shall issue a final and binding Decision and Award within thirty (30) calendar days of the close of the hearing, subject only to appeal pursuant to applicable provisions of the law within thirty (30) calendar days of receipt of the decision. The arbitrator’s decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues. The decision of the arbitrator shall be final and binding on all parties.

K. Back Pay – In any case where an individual grievant or several grievants are found by the arbitrator to be entitled to back pay, the amount of compensation awarded shall not exceed the amount of wages the employee would have earned at his or her regular rate of pay, less any unemployment compensation or earnings after suspension or termination by the College/Board, as appropriate; provided, however, that the amount of back pay awarded shall not be reduced by compensation earned by the grievant from the grievant’s “normal” second job during the period of time he was on suspension or discharge. No interest, costs or other damages may be awarded.

### **Section 9.7**

The costs of the arbitration shall be split equally between the parties. Each side desiring a transcript will pay for it. If both parties obtain or use a copy of the transcript, the cost of the court

reporter's fees and transcript shall be equally split between the parties. Expenses, including wages for witnesses, shall be borne by the party calling them.

**Section 9.8 – Class Action Grievances**

The Union has the right to file a class action grievance on behalf of two or more bargaining unit employees of the same class. In order to constitute a class action grievance, the employees involved must all have common duties, functions and responsibilities, or all must have the same grounds for the grievance.

## **ARTICLE 10**

### **SENIORITY**

#### **Section 10.1 – Definition**

An employee's seniority shall be his or her length of continuous service in a regular full-time position with the College. Seniority shall be College-wide and in the event two or more employees have the same date of hire, seniority shall be determined by date of initial application upon which the hiring was based.

#### **Section 10.2 – Breaks in Service**

The following events shall constitute a break in continuous service and an employee shall lose all accumulated seniority rights:

- A. Resignation;
- B. Retirement;
- C. Discharge without reinstatement following an appeal;
- D. Leave without pay status for more than one (1) calendar year;
- E. Continuous lay-off status, without recall, for more than one (1) calendar year; or

failure to return to work on the date designated in a notification to return for work following lay-off, provided that a minimum notice to return to work of fifteen (15) business days shall be given. Such notification to return to work shall be by certified- return-receipt-requested mail or telegram addressed to his/her last known address as shown in the College's record.

In the event that an employee is permitted to return to work from a leave of absence of more than one year or is rehired after losing recall rights, the employee shall be credited with the seniority

earned up until the event occurred and shall begin earning seniority again immediately upon return to work.

### **Section 10.3 – Probation**

Employees shall not exercise seniority until they have completed their initial probationary period, which is six (6) months for employees in the Supervisory and Professional unit; and four (4) months for employees in the Non Instructional unit. During the initial four- or six-month period, any disciplinary action taken against the probationary employee which would entitle a regular employee to arbitration under this Agreement shall not entitle the probationary employee to arbitration. Probationary employees are entitled to Union representation as outlined in Article 6, *Employee Rights*.

## ARTICLE 11

### VACANCIES, PROMOTIONS AND TRANSFERS

#### Section 11.1 – Vacancies, Demotions and Transfers

**A. Vacancy** – A vacancy is defined as a newly-created bargaining unit position or a bargaining unit position that has been permanently vacated by an employee provided the position has not been eliminated. This Article does not apply to vacancies that occur as a result of an employee taking a leave of absence as defined in Article 15 of this Agreement.

**B. Promotion** – A promotion is defined as the movement of an employee from one job classification in a bargaining unit to another job classification in one of the three bargaining units that carries a higher job grade.

**C. Lateral Transfer** – A lateral transfer is defined as: (1) the movement of an employee from one work location/department to another work location or department within a bargaining unit without changing job classification; or (2) movement from one job classification to a different job classification in the same job grade in the same or different work location or department within a bargaining unit.

**D. Demotion** – A demotion is defined as the movement by the College of an employee from one job classification to another classification that carries a lower pay grade. A demotion may be for either a disciplinary or non-disciplinary reason. If for a disciplinary reason, the cause for the demotion is subject to the grievance and arbitration procedure. Employees demoted for non-disciplinary reasons shall suffer no reduction in pay unless the employee's current pay exceeds the maximum specified rate for the new position. In this case, the employee's pay will be reduced to the maximum rate for the new job classification. Employees demoted for disciplinary reasons will have

their pay decreased a minimum of six percent (6%) and a maximum of ten percent (10%) upon demotion; provided that if an employee is demoted to a job previously held, the employee will be reduced to the rate of pay in the prior job, including pay increases the employee would have received had they not been promoted.

### **Section 11.2 – Vacancy Announcements**

A. When the College determines a vacancy exists, the Human Resources Department shall electronically post such vacancies for a minimum of five (5) working days before the final date of application. Copies of the vacancy announcements will be posted in paper form at the District Office and will be electronically provided to the Campus Presidents with the request that they post a paper copy in the library. All vacancy announcements shall contain the following information: the date the vacancy was electronically posted, job title, minimum and maximum hourly pay, worksite location, position number, minimum qualifications based upon the class specifications, any bona fide preferred qualifications, and the deadline for submitting an application for the vacant position. General class specifications and more specific position descriptions shall be readily available through the Human Resources Department. The College shall e-mail copies of vacancy announcements to the Union Chapter Chair if that officer has an e-mail address. Electronically posted means, as of the date of execution of this contract, posting on the web site, placing in the public folders on Outlook, and the job line.

B. In order to be considered for a position, employees must respond to the posting of a vacancy announcement within the time designated. Employees may include an updated employment application, current resume, or other pertinent job-related information the applicant would like to have considered. To be eligible to bid on a position, the employees must have been in his/her current

position for a minimum of one year.

### **Section 11.3 – Selection and Temporary Transfers**

A. The determination of whether an employee or outside applicant and which employee or applicant will fill a vacancy will be in the College's discretion. However, current HCC employees who are considered qualified will be granted an interview with the screening committee or hiring authority (*i.e.*, non-unit supervisor) as appropriate. The College will not be required to interview more than five (5) internal applicants under this Section.

B. Employees selected to fill a vacancy that results in promotion shall have their base rate increased to the minimum of the new classification's pay grade, or a minimum of six percent (6%), whichever is greater, not to exceed the maximum of the pay grade. An employee may receive up to ten percent (10%) above base, based upon education and prior relevant experience, with approval of the appropriate Cabinet Member. Any increase in excess of ten percent (10%) must be approved by the College President. Whether education and prior relevant experience justifies pay above the minimum will be determined by Human Resources.

C. Employees selected to fill a vacancy that results in a lateral transfer may, upon recommendation of the appropriate Cabinet Member and approval of the College President, receive a five percent (5%) increase in their base rate. The College President may recommend an increase in excess of five percent (5%) to their base rate with the approval of the Board. It is understood that the granting of an increase under this Section is within the discretion of the College.

D. Nothing in this Article will prevent the College from temporarily assigning an employee to a vacant position or from laterally transferring employees. Normally, a temporary assignment to a vacant position will not exceed six (6) months. Effective the date of temporary

assignment of an employee to a vacant position in a higher job grade, the rate will be increased to the minimum of the higher grade or five percent (5%), whichever is greater, not to exceed the maximum of the higher grade. An increase in excess of five percent (5%) is within the discretion of the College. An employee temporarily assigned to a vacant position in a lower job grade will continue to receive his/her regular rate and any pay increases they would have received if they had not been temporarily transferred. When the temporary assignment to a higher classification is terminated, the employee's pay rate will be readjusted to the rate received prior to the temporary assignment, including pay increases the employee would have received had the employee not been transferred.

#### **Section 11.4 – Probation Upon Promotion**

A. An employee accepting a promotion will be on probation for four (4) or six (6) months, as appropriate to the particular job classification. If, in the opinion of the College, the employee fails to successfully complete the probationary period upon promotion, the employee will be:

1. Offered his or her position if it has not been filled.
2. If the employee's prior position has been filled and a vacancy in the same classification as the employee held prior to the promotion exists for which the employee is fully qualified at the time of return, the employee will be offered the vacant position. If an employee returns to his or her prior classification under options (1) or (2) above, the employee's pay rate will be readjusted to the rate received prior to promotion, including any increases that the employee would have received had the employee not been promoted.

3. If the employee does not qualify under options (1) or (2) above, then the employee shall be offered any vacant position with the College for which, in the opinion of the College, the employee is qualified.

4. If no vacancy exists that meets the criteria above, the employee shall be placed on layoff status and be subject to recall to the classification occupied prior to promotion, provided the employee has retained the necessary licenses and certifications, if any. If an employee was grandfathered into a classification as a result of the Coopers/Lybrand Study without having the degree or other licenses or certifications required for the position, such degree, licenses or certification will not be required under this Section.

## **ARTICLE 12**

### **PERSONNEL REDUCTION**

#### **Section 12.1 – Reduction**

In the event of a reduction in force, a surplus will be declared by classification(s). All temporary employees and employees on initial probationary status in the affected classification(s) will be laid off before regular full-time employees in the affected classification(s). After laying off all temporary employees and employees in their initial probation period in the job classification(s), volunteers will be solicited among regular full-time employees in the affected classifications. If there are more volunteers than the number of positions that need to be reduced, then the College will layoff from among the volunteers by seniority beginning with the most senior volunteer. If, after laying off all volunteers the number of positions in the job classification(s) still needs to be reduced, the College shall layoff regular full-time employees considering the following:

- A. Training and experience;
- B. Employee's overall disciplinary record;
- C. Performance evaluations within current classification.
- D. Seniority.

As between two employees in the affected classification(s), if in the discretion of the College the above factors are relatively equal, then seniority shall prevail.

### **Section 12.2 – Grant Fund Employees**

If the reduction in force is in a program funded wholly or in part by a grant(s), the College can in its discretion, limit those considered for a reduction in force to those assigned to the grant and/or those who are being paid in whole or in part by the affected grant funds.

### **Section 12.3 – Recall**

Recall will be in reverse order of layoffs. No new bargaining unit employees will be hired by the College within a classification until all members of the respective bargaining unit in that classification who were laid off in the prior twelve (12) months are offered recall, provided the employee has all required licenses, certifications and degree. If an employee was grandfathered into a classification as a result of the Coopers/Lybrand Study without having the degree or other licenses or certification required for the position, such degree, licenses or certifications will not be required upon recall.

## 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 4 % increase in base hourly rate/salary effective January 1, 2003:

1. No employee, as a result of receiving the 4% increase, will exceed the maximum of his/her job grade.

2. Effective January 1, 2003, the minimum and maximum for each classification will be increased by 2%.

3. If the employee is at or above the maximum for the pay grade, or as a result of the 4% increase would be above the maximum, the employee will receive a lump sum bonus of up to 4% so that the total increase in the base rate and lump sum bonus equals 4%. The lump sum bonus will be calculated based on the employee's gross earnings for the 2002 calendar 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 14

### INSURANCE/EARLY RETIREMENT

#### Section 14.1 – Insurance

A. Periodically, the College President appoints an Insurance Committee to review the medical, dental, life, and long-term disability insurance. The Committee makes recommendations to the College President concerning insurance. In recognition of the fact that all College employees (those represented by the SEIU, those represented by FUSA, and all non-represented employees) are provided the same insurance coverage, the Union may appoint one member from each bargaining unit to the Insurance Committee. The College reserves the right to change carriers or change, modify, increase or eliminate benefits or modify contribution requirements during the term of this contract, provided that the same insurance coverage and employee contribution continues to be made available to all College employees. The opportunity to participate in the Insurance Committee fulfills the College's duty to impact bargain.

B. The Board agrees to pay the employee's premium cost for medical and dental insurance coverage with a responsible insurance carrier. An employee may enroll dependents in a College medical and dental insurance plan, by paying the premium negotiated with the insurance company for dependent coverage.

C. The College shall continue to allow any retired employee and his/her dependents the option of remaining in the group insurance program at no cost to the College.

D. The College agrees to pay the premium costs for employee life insurance with a responsible insurance carrier to provide life insurance equivalent to the basic annual salary for each employee. The benefits and premium costs are subject to annual review and recommended

modification by the Insurance Committee under Section 14.1(A) above. The employee may purchase optional life insurance coverage at the maximum amount allowed by the plan by paying the additional premium cost and adhering to the terms and conditions of the life insurance plan.

E. The College Administration agrees to provide a long-term disability plan with a responsible insurance carrier. The benefits and premium costs are subject to annual review and recommended modification by the Insurance Committee under Section 14.1(A) above. The employee must adhere to the terms and conditions of the long-term disability plan and may buy extra insurance under the terms set by the Plan.

F. Coverage of an employee under the Board-approved insurance programs shall commence and terminate in accordance with the terms and conditions of the insurance programs. Eligibility and benefits will be as set forth under the applicable insurance contracts.

#### **Section 14.2 – Medical and Dependent Care Assistance Plan**

Employees covered by this Agreement shall be entitled to participate in a plan whereby pre-tax income can be set aside for the payment of employee medical costs and dependent costs, pursuant to Section 125 of the U.S. Tax Code.

## ARTICLE 15

### ADMINISTRATIVE LEAVE AND LEAVES OF ABSENCE

#### Section 15.1 – General

A. In all cases where leave needs are known in advance, the employee shall notify his or her immediate non-bargaining unit supervisor of the dates when leave is to be taken and of the type of leave requested. The supervisor shall acknowledge receipt of the notice in writing and in cases where permission is needed to take the leave, shall respond in writing to the employee within three (3) work days of receipt of the request or within three (3) work days of a Board decision on the leave if the leave is within the Board's discretion.

B. All leave may be taken in one-quarter (1/4) hour increments.

#### Section 15.2 – Administrative Leave

The President may place an employee on an administrative leave with or without pay for thirty-one (31) work days or less with a recommendation for approval of the leave at the next regular scheduled Board meeting. An administrative leave with pay in excess of thirty-one (31) workdays, but not more than twelve (12) months, requires prior approval by the Board. Extension of administrative leave beyond the original time frame must be approved by the President and the Board. If the leave is without pay and is disciplinary in nature, the cause for the leave is subject to the Grievance and Arbitration Procedure.

### **Section 15.3 – Injury in the Line of Duty**

A. An employee injured on the job will be paid his/her regular salary (37.5 hours pay for non-exempt) for the first seven (7) calendar days of such leave. If the employee is subsequently paid for the first seven (7) calendar days by the workers' compensation carrier, the employee will endorse those payments to the College.

B. Once the employee begins receiving workers' compensation wage benefits, the employee may request the College to pay the remaining portion of his/her salary (*i.e.*, an amount in excess of the two-thirds pay the employee receives from workers' compensation), so that the employee receives a total weekly pay that approximates the net pay (*i.e.*, gross pay less deductions) the employee received prior to the receipt of workers' compensation. Absent extenuating circumstances, the employee will receive 7.5 hours pay per week under this Section. Beginning with the 15<sup>th</sup> calendar day of such leave, the employee's sick leave account, or if the employee has no sick leave, then vacation leave or compensatory leave account, will be charged with the number of paid hours under this Section.

C. All workers' compensation, including the amount of pay, will be paid as determined and provided by state law.

D. Any employee desiring to continue any employee paid benefit while on workers' compensation leave must make arrangements with the College to pay the costs of the benefits.

### **Section 15.4 – Jury or Witness Duty Leave**

A bargaining unit employee who is required to serve jury duty or who receives a subpoena and is required to miss work as a result of complying with the subpoena, will be granted an administrative leave with pay, except as otherwise provided in this Section.

A. The employee will submit a request for administrative leave for court purposes to the immediate non-bargaining unit supervisor.

B. The Board will not reimburse an employee for meals, lodging, or travel expenses incurred while serving as a juror or as a witness. The employee will retain any jury duty fees.

C. Normally, witness fees will be retained by the employee. If an employee will receive expert witness fees or consulting fees for any appearance under this Section, a vacation leave, a personal leave with pay, or a personal leave without pay must be requested.

D. An employee who is a party in a non-College related lawsuit may not request administrative leave with pay for court purposes or for the prosecution or defense of a lawsuit. The employee may request vacation leave or personal leave.

E. An employee who is a defendant or a witness in a lawsuit due to College employment will be considered on duty and need not submit a request for leave of absence.

F. An employee who is a witness in an arbitration case under this contract or before the Public Employees Relations Commission, unless subpoenaed by the College, may not request administrative leave with pay. The employee may request vacation or personal leave.

### **Section 15.5 – Military Leave**

All bargaining unit personnel who are commissioned reserve officers or reserve enlisted personnel in the United States Military or Naval Reserve or members of the National Guard, will be entitled to a military leave of absence from their positions for assigned training duties. For any personnel assigned to active or inactive duty in the Military Reserve, Naval Reserve or the National Guard who are required to engage in active status duty, the following guidelines will apply:

A. An employee will submit to his or her immediate non-bargaining unit supervisor within twenty-four (24) hours of receipt of the next workday, the copy of his or her orders to engage in active status duty. The employee will be required to complete a Request for Leave of Absence Form with the appropriate time the leave is expected to last.

B. For federal active or inactive duty training for the Military Reserves, including the National Guard, an employee will receive normal salary for the first seventeen (17) days of such leave per year. Leave beyond the seventeen (17) days will be without pay. For state active duty due to membership in the Florida National Guard, the employee will receive normal pay for the first seventeen (17) days at any one time. Leave beyond the seventeen (17) calendar days at any one time shall be without pay.

C. An employee on military leave will not lose accrued leave when engaged in active status duty.

D. For a military leave in excess of thirty (30) days, the request for leave will be submitted for approval by the Board.

E. An employee who voluntarily enlists with a branch of the United States Armed Services will receive a military leave for extended military service and will not lose leave accrued as of the date of enlistment.

F. Upon completion of his or her tour of duty, the employee will be reinstated to the same or an equivalent position, with at least the same salary. However, the employee must file an application for reinstatement within one (1) year after the date of discharge or release from the armed services.

G. This type of military leave may be counted as years of service for salary purposes.

H. This Section will be interpreted consistent with state law.

### **Section 15.6 – Family and Medical Leave**

The summary of the College's Family Medical Leave Policy is included in Appendix D.

### **Section 15.7 – Personal Leave Without Pay**

Employees may request a personal leave of absence without pay for up to one (1) year. If for medical reasons the employee must have used all accrued sick leave, banked sick leave and vacation leave. If for non-medical reasons, the employee must have used all accrued vacation leave. The granting of such leave is within the discretion of the College and Board. Any leave of absence in excess of thirty-one (31) consecutive days, but no more than twelve (12) months, must have the prior approval of the appropriate Campus President, the College President, and the Board. Any extension of a personal leave of absence without pay beyond the original leave is subject to approval of the College President and the Board.

### **Section 15.8 – Professional Leave**

Professional leave, if granted, is primarily for the professional benefit or the advancement of an employee. The granting of such leave is within the sole discretion of the College/Board. If granted, it may be with or without pay. Requests for professional leave will be made consistent with current administrative procedures.

### **Section 15.9 – Personal Leave**

Employees may request up to four (4) days (30 hours) of personal leave each fiscal year for personal reasons. Personal leave days will be charged to sick leave accrual. Personal leave days are non-cumulative.

## **ARTICLE 16**

### **SICK LEAVE**

#### **Section 16.1 – Accrual**

Each full-time employee will be credited with nine (9) days of sick leave with pay on the first day of employment and one additional day with pay per month, or major fraction of a month, beginning with the tenth (10<sup>th</sup>) full month of employment. The total number of accrued sick days per year will not exceed twelve (12) days.

#### **Section 16.2 – Usage**

The following requirements apply to the use of sick leave:

A. An employee may request sick leave due to either personal illness or injury, or the illness or death of employee's father, mother, brother, sister, husband, wife, child or a member of the employee's own household.

B. When an employee finds it necessary to be absent, the employee will notify the immediate supervisor prior to the employee's scheduled starting time. The employee will submit a request for sick leave form to the immediate supervisor on the first regular workday of return from personal sick leave if the notice was not requested prior to the start of sick leave (*i.e.*, for pre-scheduled surgery or bereavement leave under paragraph A).

C. A written doctor's certification of illness or injury may be required for all sick leave in excess of three (3) consecutive days. The College, at its own expense, may require a second medical opinion.

D. Sick leave hours will be cumulative from one year to the next.

E. The College may, at its option, accept accumulated sick leave from qualified public sector institutions within the State of Florida, provided at least one-half of the sick leave accumulated at any time must have been established at HCC. To be eligible, an employee must provide certification from the specific institution to determine if accumulated sick leave is transferable to the College.

### **Section 16.3 – Benefit Continuation During Leave**

A. The College will continue to pay the “employees only” health insurance premiums during any approved FMLA leave and will continue to pay the “employee only” health insurance premiums for employees on a Board-approved medical leave of absence without pay for up to twelve (12) consecutive months. Employees on any other type of leave without pay will be responsible for full payment of all insurance premiums, including all those normally paid by the College, if the employee desires to continue individual/dependent coverage while on leave. Premium payments must be received by the College five (5) work days in advance of the date of the College is required to transmit premiums to the various insurance carriers. If timely payments are not made and the employee is dropped from insurance, eligibility for new coverage/reinstatement will be determined by the appropriate carrier.

B. The employee will not accrue any leave nor be eligible for holiday pay or any other paid leave while on leave without pay.

### **Section 16.4 – Termination of Employment**

A. When an employee terminates employment with the College, compensation for unused sick leave will be paid to the employee, the employee’s beneficiary, or estate as follows:

1. Compensation for unused sick leave in each employee's sick leave bank accrued at Hillsborough Community College on or before June 30, 1997 will be paid upon termination as provided by Board policy.

2. Sick leave accrued on and after July 1, 1997 will not be paid when the employee leaves the employment of the College.

### **Section 16.5 – Sick Leave Pool**

The current procedure regulating the Sick Leave Pool (2.046) of the College's Administrative Procedures will remain in effect for the duration of this Agreement.

### **Section 16.6 – Sick Leave Donations**

Employees will be eligible for sick leave donations under the College Procedures in effect at the time the donated leave is requested.

## **ARTICLE 17**

### **VACATION LEAVE**

#### **Section 17.1 - Accrual**

Regular, full-time employees shall earn vacation leave with pay based on the following accrual rate:

A. For the first five (5) full years of continuous service, one (1) day for each calendar month or major fraction of a month.

B. Beginning with the first full month in the employee's sixth (6<sup>th</sup>) year of continuous service through the tenth (10<sup>th</sup>) full year of continuous service, one-and-one-quarter (1-1/4) days per month or major fraction of a month.

C. Beginning with the first full month in the employee's eleventh (11<sup>th</sup>) year of continuous service, one-and-one-half (1-1/2) days per month, or major fraction thereof. A day under this Section is 7-1/2 hours.

#### **Section 17.2 – Maximum Credit**

Unused vacation leave credits may accumulate, but credits in excess of forty-four (44) days (330 hours) on December 31<sup>st</sup>, shall be reduced to forty-four days (330 hours) on January 1<sup>st</sup> of each year. There will be no payout of hours of days in excess of the maximum accrual of this Section; provided that beginning with calendar year January 1, 2003, a payout for the hours in excess of the maximum accrual as of December 31<sup>st</sup> will be made only if the following circumstances exist:

- a. The employee has approved vacation scheduled in a sufficient amount so that the employee's accrual as of December 31 would have been 44 days (330 hours) or less.
- b. The College requires the employee to work on a day that was scheduled as a vacation day.
- c. When asked to work on a scheduled vacation day, the employee advises the College non-bargaining unit supervisor that the employee has vacation scheduled on the day requested.
- d. The College is unable to schedule a replacement vacation day(s) for the employee. The College will take into consideration the day(s) requested by the employee; however, the College may schedule the employee for vacation on any days available to the College between the date of cancellation and the end of the year.
- e. If as a result of (a) through (d) above, the employee exceeds the 44-day (330-hour) maximum on December 31, to the extent the employee's vacation accrual exceeds the maximum accrual as a direct result of (a) through (d) above, the employee will be paid only for those days. The payment will be made during January.

### **Section 17.3 – Scheduling**

Vacation leave will be scheduled to prevent any disruption in the operation of the College. All requests for vacation leave must be submitted prior to the requested leave date. For vacation leave of one week or more, employees must submit their request form at least two (2) weeks prior to

the requested date. All requests for vacation leave must be approved by the employee's non-bargaining unit supervisor or Campus President or designee.

### **Section 17.4 – Minimum**

The following employee positions will be required to take an annual vacation leave for at least two consecutive weeks.

1. Bookstore Supervisor
2. Cashier
3. Senior Cashier
4. Senior Accountant/Bursar
5. Senior Staff Assistant – District Bursar Office

### **Section 17.5 – Additional Leave**

An employee may request a personal leave of absence without pay for additional vacation leave when accrued vacation leave is insufficient. Additional leave without pay may be granted in the discretion of the College.

### **Section 17.6 - Separation**

Upon separation of employment with the College, the employee will be compensated for all accrued vacation leave, to a maximum of thirty (30) days (225 hours). For the purpose of calculating terminal pay, the daily rate of pay will be determined by dividing the annual rate of pay by 215 days. For hourly rated employees, terminal pay will equal the number of hours of accrued vacation leave, not to exceed 225 hours, multiplied by the employees' regular straight time hourly rate. Any

employee, upon entering the DROP program, will be paid vacation leave under this Section and will not be eligible for any further terminal vacation pay upon leaving the College.

## **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 another day off with pay. At the employee's request, the additional day(s) off will be scheduled to run consecutively with the employee's other regularly scheduled days off. (For example, if an employee normally works Monday through Friday with Saturday and Sunday off, the day(s) off under this Section will be scheduled on a Monday and/or a Friday.

**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.

## **ARTICLE 19**

### **TEMPORARY DUTY**

An employee may request, and the President or designee may assign by mutual agreement, an employee to temporary duty outside the district of HCC, to provide educational service, to attend workshops, etc. Such assignments shall be for College benefit, not personal benefit, and shall be treated as duty. If an employee is injured while on such temporary duty, the employee's entitlement, if any, to workers' compensation shall be determined by the Florida Workers' Compensation law.

**ARTICLE 20**  
**SUBCONTRACTING**

**Section 20.1 – Right to Subcontract**

The College reserves the right to subcontract bargaining unit work.

**Section 20.2 – Notice**

A. If the College decides to contract out work that is currently being performed by bargaining unit employees, the College will give a copy of the Request for Proposals (“RFP”) to the Union at the time it is made available to bidders. If an RFP is not required (Information Technology, for example), the College will advise the Union of the decision to subcontract at the time it begins to solicit providers.

B. Any classification of employee affected by the subcontracting (*i.e.*, who may be laid off or demoted as a result of the subcontracting) will be given 30 calendar days’ notice prior to the date of layoff or demotion.

**Section 20.3 – Health Insurance Upon Subcontracting**

Any employee who is separated as a result of a subcontracting decision will continue to have the College’s portion of the health insurance coverage (including individual and/or family coverage) paid by the College for a period of up to three (3) full months after separation. The College’s obligation under this Section ceases when the laid-off employee becomes eligible for similar insurance which is paid for by another employer.

**Section 20.4 – Assistance**

The College will provide affected employees information on job training programs and other career opportunities, and will make the Employee Assistance Program available to employees for up to three (3) full months following layoff.

### **Section 20.5 – Educational Assistance**

The College will provide reimbursement for tuition and fees for up to 12 semester hours per affected employee for course work taken at Hillsborough Community College. The 12 semester hours must be completed within one year. The one-year period begins to run from the first day of the first academic period following layoff.

### **Section 20.6 – Job Offer**

If an affected employee is offered a job within the same classification at the College and declines such employment, the above benefits set forth under Sections 20.3 through 20.5 will not apply and the employee shall be considered to have voluntarily resigned. The employee who is separated as a result of subcontracting will have recall rights as provided in Article 12, Section 12.3.

### **Section 20.7 – Miscellaneous**

It is expressly understood that this Article shall not apply to the College's use of agencies to secure substitute employees on a temporary basis, or to contracting where no employees are laid off or demoted as a result of the subcontracting. It is also expressly understood that by giving employees affected by subcontracting decisions the benefits set forth in Sections 20.2 through 20.5 above, the College's obligation to bargain the impact of subcontracting decisions is satisfied. The Union reserves the right to appear before the Board and express its position regarding subcontracting issues.

## **ARTICLE 21**

### **SAFETY AND HEALTH**

#### **Section 21.1 – Safe Workplace**

A. The College and the employees recognize the importance of a safe working environment. Accordingly, the College accepts its responsibility to take appropriate steps to ensure a safe workplace for employees. Employees are required to follow College rules, as may be developed and amended from time to time, and will report unsafe working conditions to the College.

B. Employees shall not be required to work under conditions that the employee and/or management reasonably believe are unsafe or hazardous, or would endanger the employee's life, health or well being. In the event of a dispute between the employee and management over what constitutes an unsafe condition, the conclusion of the Risk Management Department shall control. The employee's job responsibilities will be a consideration in the determination.

#### **Section 21.2 – Safety Equipment**

The College will continue to supply safety apparel and equipment that was provided as of the date of the ratification of this Agreement. In addition, the College agrees to provide the following safety apparel and equipment to employees in the Security Department: flash lights at each campus; a functional radio system; cell phones or a radio that accesses the College telephone system for workers on the night shift; a replacement uniform when the College determines that a replacement is necessary; and a windbreaker jacket.

### **Section 21.3 – Safety and Health Committees**

Each Campus has established or will establish a workplace Safety and Health Committee. The Union shall appoint two (2) employees from different job classifications to serve on each Committee. Committee members shall be paid his or her regular straight-time rate when the employee is engaged in appropriate Committee activities. Time spent in such activities by non-exempt employees will be counted as time worked for overtime purposes.

**ARTICLE 22**

**DRUG TESTING**

The College may implement and maintain a drug-free workplace to the extent permitted by State or Federal law. There will be no random drug testing, except to the extent required by Federal Department of Transportation regulations or other Federal or State laws.

## **ARTICLE 23**

### **DISCIPLINE AND DISCHARGE**

#### **Section 23.1 – Just Cause**

Employees who have completed their initial probationary period shall not be subjected to any form of discipline without just cause.

#### **Section 23.2 – Progressive Discipline**

Discipline shall be corrective and progressive in nature. In general, the sequence of discipline shall be as follows: counseling; verbal warning; written warning; suspension without pay or discharge. It is understood by the parties that employees are not entitled to any particular number of warnings prior to the imposition of suspension or discharge and that where circumstances warrant, immediate suspension or termination with just cause may be utilized. In determining the appropriateness of discipline, the College shall consider the seriousness and frequency of offense(s); the employee's work performance; conduct and disciplinary record; attendance record; and any other factor relevant to fair and appropriate discipline.

#### **Section 23.3 – Pre-Termination Hearing**

Except in exceptional circumstances (*i.e.*, when the employee's presence or continued presence on College property may create a danger to College employees, students or the public), an employee who has completed the initial probationary period shall have the right to an informal hearing prior to being placed on non-paid status pending Board action. The employee will receive a written notice of the time and place of the informal hearing. The written notice will include:

- (a) the charges (reason(s) for the termination) under consideration; and
- (b) the general facts which form the basis of the proposed termination.

An employee may request Union representation during any such pre-termination hearing.

### **Section 23.4 – Off Duty Conduct**

An employee arrested or indicted for off duty conduct may be placed on leave with or without pay, depending upon the reason for the arrest or indictment(s) and the employee's job responsibilities with the College. If an employee who has been suspended without pay under this Section is exonerated, the employee will be reinstated with back pay and made whole. "Exonerated" means a finding of not guilty on any criminal charge or a total dismissal of the charge. Any type of plea bargain, including a plea in which adjudication is withheld, or a plea of *nolo contendere*, is not considered exoneration.

**ARTICLE 24**  
**EVALUATIONS**

**Section 24.1 – General**

On an annual basis, supervisors will discuss job performance or conduct a formal evaluation with each employee under their direction. Such discussions or formal evaluations shall be conducted on or about the employee's anniversary date in the position. If a formal evaluation is prepared, a copy of the evaluation will be given to the employee and a copy will be placed in the employee's personnel file. Employees may reply to such evaluations in writing within 14 days and a copy of this reply shall be attached to the evaluation and placed in the employee's personnel file. If no formal evaluation is conducted, a letter stating that there has been no change from the immediate previous evaluation, and that no formal evaluation was necessary, shall be given to the employee and placed in the personnel file.

Evaluations may also be conducted at a time other than the employee's anniversary date if there is a significant improvement or deterioration in an employee's job performance.

**Section 24.2 – “Needs Improvement or Unacceptable” Evaluations**

If an employee is given an overall “Needs Improvement or Unacceptable” evaluation, the areas of unsatisfactory performance will be identified and a plan for improvement that lists the measures the employee must take to make their job performance satisfactory will be written and discussed with the employee. An overall “Needs Improvement or Unacceptable” evaluation will not result in a decrease in the employee's wage rate in effect at the time of the evaluation. Only the factual basis upon which the “Needs Improvement or Unacceptable” evaluation is based shall be

subject to grievance/arbitration under Article 9. The grievance must be filed at Step 2 within ten (10) days of the date the employee received the unsatisfactory evaluation. If a grievance is not filed within the time limits, the employee waives the right to raise the evaluation issue in any grievance or arbitration involving subsequent disciplinary actions.

### **Section 24.3 – Probationary Evaluations**

During the month prior to the completion of an employee's initial or promotional probation, the employee's performance will be evaluated. If satisfactory, the employee will be removed from probation at the end of their initial/promotional probation. If the supervisor does not complete an evaluation before the end of an employee's initial or promotional probationary period, the employee shall be deemed to be performing satisfactory and be taken off probation.

**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, 2005.

**Section 25.2 – Notice**

Upon written notice by either party during March 2003 and March 2004, that party can open Wages (Article 13, Section 2) for negotiations for the following contract year. Upon written notice by either party during February 2005 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, 2005 through June 30, 2006) 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 \_\_\_\_\_, 2002.

**HILLSBOROUGH COMMUNITY COLLEGE**

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

\_\_\_\_\_  
President

**SERVICE EMPLOYEES INTERNATIONAL UNION  
NATIONAL CONFERENCE OF FOREMEN AND OILERS  
LOCAL 1220, AFL-CIO/CLC**

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

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



# APPENDICES

**Non-Instructional Bargaining Unit**

Academic Advisor  
Accounting Specialist  
Accounting Technician  
Administrative Clerk  
Audio Visual Technician  
Bookstore Customer Service Representative  
Campus Business Assistant  
Cashier Clerk/Bookstore  
Cashier, Senior/Financial Services  
Contract Assistant  
Duplicating Clerk  
Duplicating Specialist  
Financial Aid Technician  
HVAC Station Operator  
Human Resources Specialist  
Human Resources Technician \*  
Lab Assistant  
Locksmith  
Learning Resources Technician/District  
Learning Resources Technician/Library  
Mail Carrier  
Maintenance Worker  
PABX Operator  
Property Control Technician  
Records Specialist  
Safety/Security Officer  
Service Worker  
Shipping & Receiving Specialist  
Slide and Gallery Technician  
Staff Assistant  
Staff Assistant, Senior \*  
Student Activities Advisor  
Systems Operations Technician  
Telecommunications Specialist  
Telecommunications Technician  
Test Proctor  
Tradesworker  
Tradesworker Apprentice-Lock & Key  
Tradesworker HVAC  
Tradesworker, Senior

\* *Some positions in these classifications are excluded from the bargaining unit, by virtue of their confidential status.*

**Professional Bargaining Unit**

Accountant  
Accountant, Senior \*  
Buyer  
Continuing Education Coordinator  
Coordinator Services Students/Disabilities  
Coordinator, Special Services  
Curriculum Assistant  
Dental Assistant Program Coordinator  
Enrollment Development Coordinator  
Facilities Planner  
Financial Aid Coordinator  
Financial Aid Counselor  
Health Science Program Coordinator  
Job Placement Assistant  
Learning Disability Specialist  
Learning Resources Automation Coordinator  
Learning Resources Technical Coordinator  
Marketing Analyst  
Manager, Distance Learning  
Manager, Financial Aid  
Manager, Grants Development  
Manager, Off-Campus Credit  
Manager, Special Services Program  
Manager, Web Services  
Naturalist  
Program Analyst  
Program Biologist  
Publications & Production Analyst  
Public Service Program Coordinator  
Public Service Program Manager  
Research Analyst

\* *Some positions in this classification are excluded from the bargaining unit, by virtue of their confidential status.*

## **Supervisory Bargaining Unit**

Facilities Coordinator  
Learning Resources Automation Assistant  
Learning Resources Coordinator  
Security Coordinator  
Supervisor, Admissions, Registration & Records  
Supervisor, Bookstore  
Supervisor, Campus Facilities  
Supervisor, Campus Services  
Supervisor, Data Processing Lab  
Supervisor, Mail Room  
Supervisor, Maintenance  
Supervisor, Science Lab  
Supervisor, Security  
Supervisor, Service Worker  
Supervisor, Textbook  
Supervisor, Warehouse  
Supervisor, Writing Center  
Testing Assistant

**Family Medical Leave Act**  
**Summary of Procedure 2.045**

The purpose of the administrative procedure is to explain and to establish procedural guidelines for the implementation of family and medical leave pursuant to the provisions of the 1993 Family Medical Leave Act.

- Provides an eligible full-time employee with up to 12 weeks (60 working days) of leave during a rolling twelve month period for a family-related or medical leave related reasons.
- Family-related Leave – for the birth, adoption or legal placement of a child in foster care by an authorized placement agency.
- Medical Leave – for the serious medical condition of an employee, employee’s spouse, employee’s child, or employee’s parent.
- Leave may be taken all at once or intermittently for period of an hour or more.
- To be eligible, must be employed by HCC for at least 12 months and have worked at least 1,250 hours in the prior 12 months.
- HCC employees are required to utilize their accrued compensatory, vacation and sick leave for approved family or medical leave.
- All eligible employees, who request a medical leave for a serious medical condition, must present certification from the health care provider prior to the leave being approved. The employee has fifteen days from the date of leave request to furnish the certification. Medical documentation will be kept confidential and will be filed separate from all other personnel files.
- An employee returning to work following an approved leave will be able to return to his/her same classification held prior to the leave or an equivalent position with equivalent pay, status, benefits and other terms and conditions of employment.
- The college will maintain the group health, dental, life and long-term disability insurance for an employee on family and medical leave on the same terms as if the employee had continued to work.
- Any employee who fails to return from an approved, unpaid FMLA leave may be required to reimburse the Board of Trustees of HCC for its portion of the employee’s insurance premiums that were paid for the employee under the group plans during the leave period.

The Family Medical Leave Procedure, 2.045, can be found in it’s entirety in the Hillsborough Community College Procedure Manual.