

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 7.4 – 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. Rooms can only be used during campus operational hours. 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 designated College representative.

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

C. *Mail/Email* – The Union will be permitted to use the internal campus mail system for bulk distribution of Union flyers and literature to a steward or chapter officer during regularly scheduled mail delivery. The union may utilize the college email system to notify bargaining unit members of upcoming meetings, bargaining sessions, and any union or college events.

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.B. *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 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.

9.6 Grievances

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.

Section 13.12 – Miscellaneous

- 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.~~

ARTICLE 14

INSURANCE/ 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 two members 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.~~

A. Employees covered under this agreement shall be entitled to participate in the State of Florida employee benefit programs, including medical, dental, vision, life insurance, and supplementary insurances. The Union and the College acknowledge that such benefits are administered by the State of Florida and are subject to any change enacted by the State.

~~B. The Board agrees to pay a portion of the employee only premium cost for medical and dental insurance coverage with a responsible insurance carrier to the same~~

~~extent the College pays the premium for non-represented employees. An employee may enroll dependents in a College medical and dental insurance plan, by paying the premium set for dependent coverage.~~

~~C. The College shall continue to allow any retired employee under the age of 65 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.B. The College Administration agrees will endeavor to provide an employee-paid long-term disability insurance plan with a responsible insurance carrier, as long as minimum enrollments are met as defined by the plan. The benefits and premium costs are subject to annual review with the responsible insurance carrier. ~~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. These plans are managed and administered by the State of Florida.

Section 16.3 – Benefit Continuation During Leave

~~A. The College will continue to pay a portion of the employee only health insurance premiums for employees on a 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.~~

A. Employees who are on an unpaid medical leave of absence will have benefit continuation coverage through the State of Florida. Any unpaid premiums should be paid directly to the State of Florida's Benefits Administrator to avoid suspension of benefits. If premiums are not paid prior to suspension of benefits and the employee returns to work, the College will submit catch-up deductions to the State through the employee's bi-weekly payroll.

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

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.

ARTICLE 24

EVALUATIONS

Section 24.1 – General

On an annual basis, supervisors will discuss job performance and conduct a formal evaluation with each employee under their direction. 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 twenty (20) days and a copy of this reply shall be attached to the evaluation and placed in the employee's personnel file.

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

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, 202~~69~~. Article 13.4 and one other article selected by either party may be re-opened for negotiation for years two and three of this Agreement.

~~In addition, for 2024-25, the parties will also further discuss Article 18.1.~~

Section 25.2 – Notice

Upon written notice by either party during February 202~~69~~ 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, 202~~69~~ through June 30, 20~~27~~30 and for like one-year periods thereafter until timely notice is given.