

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, SouthShore 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, Florida Public Services Union (FPSU), CtW, CLC.

COLLEGE – Hillsborough Community College

COLLEGE REPRESENTATIVE – The College President or her designated representatives.

DAYS – Shall mean work days, which shall be defined as Monday through Friday exclusive of recognized holidays and the days the College is closed for Winter and Mid- Term break.

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. NOTE: Reclassified positions to be amended and added to the appendix.

UNION – Service Employees International Union, Florida Public Services Union (FPSU), CtW, 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, FPSU. 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 their 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 workforce, 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 for just cause; 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 electronically 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.

Harassment of any employee of the College is prohibited per current HCC Administrative Rule which is fully incorporated into this Agreement. Harassment is understood to not only include instances of sexual harassment, but any type of behavior prohibited by this Administrative Rule.

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 Director of Risk Management 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 SEIU 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, where possible it shall be so noted on the document in the presence of the affected employee and a copy provided to the employee thereafter.

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.

Section 6.6 – Consultation

Employees shall have the right to Union representation if the employee desires to meet

and consult with any Supervisory or Managerial Official, via the appropriate chain of command. The employee shall not be required to explain the reasons for wanting to consult with any Supervisory or Management Official. Nothing in this Agreement shall be construed to prevent any employee in a Bargaining Units from meeting or consulting with any Supervisory or Managerial Official, via the appropriate chain of command without the intervention or assistance of a Union representative.

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 accessible to the Union on the College website.

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 lists* – Seniority lists will be available in the ERP System.

F. *Class specifications* – All College job class specifications shall available for review in Workday.

G. *Job vacancies* – Vacancies will be posted on the College's job site.

H. *New Employee Information* – Upon hire, the College will furnish the union with the names, titles, and work location, personal phone numbers, and work email addresses of all new employees.

Section 7.3 – Access

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 Executive Director of Human Resources or designee of his or her presence and shall notify

them of his or her departure. 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 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. *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.

ARTICLE 8

DUES DEDUCTION

In the event Florida law changes to authorize payroll deductions for union dues, upon the Union's request, the parties agree to re-open this Article within thirty (30) calendar days to continue discussions.

Section 8.1 – Membership Dues

~~Upon initial receipt of a wage assignment form properly written, executed and delivered to the Executive Director of Human Resources, or designee, from the Union, the Administration shall deduct membership dues, and other uniform assessments 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, Committee on Political Education (COPE) deductions and uniform assessments deductions, owed to the Union by a member of the Union.~~

~~B. — The form for dues, COPE deductions and uniform assessments shall include the employee's name, signature, and College ID number and the Union's name.~~

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

~~D. — The Administration shall forward the dues, COPE deductions and uniform assessments with an itemized list (that will include the names, amount of dues, COPE deductions and uniform assessments 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, COPE deduction, or uniform~~

~~assessments 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 Executive Director of Human Resources, or designee, 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, COPE deductions and uniform assessments 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.~~

~~H. The Union will pay a sum of \$180 annually to the College to be used to offset their cost in providing "All College Day" or another like event which benefits all HCC-SEIU bargaining unit members.~~

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 current employee or group of current 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.

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. Failure of a grievant to show or to support the claim, except in the case of a documented emergency, shall operate as if the grievant abandoned the grievance and the College shall have no obligation thereafter to process the grievance through the steps of the grievance procedure, including arbitration.

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 supervisor. The purpose of this meeting shall be to provide an opportunity for both parties, the grievant and the 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 email, to the appropriate Campus Dean or Director, with a copy to the Executive Director of Human Resources or designee, within ten (10) business 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 detailed 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.

The Campus Dean, Director or designee, the grievant and a Union representative(s) shall meet to discuss the grievance within ten (10) business 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) business 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 email within ten (10) business 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) business 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) business 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 Executive Director of Human Resources, either in person (in which case the date of receipt will be written or stamped on the grievance) or by email, within ten (10) business days after receipt of the written decision of the Campus President, appropriate Vice President or designee.

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

The Executive Director of Human Resources shall issue a written reply to the grievance within ten (10) business 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 mediation by advising the Executive Director of Human Resources in writing of the intent to mediate no later than twenty (20) business days after the response is received, under Step 4 above. The request will be made by email or hand-delivery (in which case the date of receipt will be written or stamped on the grievance).

STEP 6: If the mediation, 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 Executive Director of Human Resources in writing of the intent to arbitrate no later than twenty (20) business days after the response is received, under Step 4 above. The request will be made by email , or hand-delivery (in which case the date of receipt will be written or stamped on the grievance).

Whenever the Union or the aggrieved employee, if not represented by the Union, requests arbitration, they shall request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators. Once the list is received from FMCS, the Union or aggrieved employee if not represented by the Union shall notify the Executive Director of Human Resources of their receipt of the list. Within ten (10) business days of such notification, the Union and the College will select an arbitrator from the list by agreement, or by

alternatively striking names from the list until the last name is reached. The party seeking arbitration shall strike first.

Section 9.6 - Arbitration

- 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 length of their initial 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 non-disciplinary 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) business days of the suspension or termination with the Executive Director of Human Resources, or designee, at Step 4. The ten (10) business day period will begin to run at the time the employee is given notice of the decision to suspend or terminate. The employee shall have the option of filing a grievance under this section or filing for an appeal under the College Rules and Regulations. However, once the employee elects the procedure to be used, the alternative procedure will no longer be available to the employee.
- D. Settlement – The Union, or an employee filing his/her own grievance, 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 Executive Director of Human Resources.
- 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 accordance 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 Decision and Award within thirty (30) calendar days from delivery of the briefs. 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, subject to appeal pursuant to applicable provisions of law.

- 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 – Costs of Arbitration

The costs of the arbitration shall be paid by the losing party. 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, and all must have the same grounds for the grievance. Class action grievances shall be initiated at Step 3.

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 addressed to his/her last known address as shown in the College's record, and electronically if a personal email address is known.

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 Exempt (salaried) employees; and four (4) months for Non-exempt (hourly) employees. 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*.

Section 10.4 – Public Safety Officers Shift Bidding

A. Public Safety Officers shall be allowed to bid their shifts by seniority once each calendar year during November. Management shall post the annual shifts for bid on or before November 7. Shifts shall be awarded, by seniority, on December 1.

B. When a shift becomes available during the calendar year, management shall post the shift five (5) days after it becomes open and bidding shall occur five (5) days after posting. The shift shall be filled with the Public Safety Officer having the most seniority. The vacancy created by the successful bidder shall then be filled using the same bid process previously described. However, the number of bids shall be limited to two (2) per year. Any additional openings created may then be filled by the College. Employees may bid on vacancies no more than two (2) times in a calendar year.

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

D. There shall be no bidding for shifts or vacancies for Lead Public Safety Officers,

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~~ 120 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 20.3 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, as will loss of power or heat/air conditioning. Employees not required to work under this Section shall be granted paid administrative leave for all such hours.

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 Public Safety 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.

Section 21.4 – Safety Training

The College shall provide safety training for all personnel through an in-house program or as otherwise determined by management. Employees shall be required to take the designated programs.

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 permitted 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. Before engaging in the disciplinary process, the supervisor will endeavor to engage in a dialogue with the employee regarding the appropriate behavior. In general, the sequence of discipline shall be as follows: counseling memo; written warning; suspension without pay; or discharge.

A counseling memo is given when an employee's actions or performance need to be improved.

A written warning is normally issued after an employee has failed to respond to counseling memo(s) for the same type of offense. It is understood by the parties that employees are not entitled to more than one warning for the same offense before moving to suspension without pay.

Suspension without pay is normally taken when an employee has failed to respond in a satisfactory manner and time to a prior written warning. Suspensions without pay will not exceed five (5) working days.

In imposing progressive discipline on a current charge, or when considering termination, the College will not take into consideration any prior infractions or past discipline for dissimilar offenses more than 24 months old. Older discipline will not be used for escalating the level of disciplinary action but can be referenced as background.

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-Determination 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 suspension, demotion or the termination) under consideration; and

(b) the general facts which form the basis of the proposed suspension or termination.

(c) the date, time, and place for hearing.

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

Nothing in this section prohibits the College from taking disciplinary action based on the same conduct for violations of the College policy and procedures regardless of any pending criminal matter or outcome of the criminal case.

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 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 of 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 twenty (20) 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.

The parties understand that circumstances could give rise to considering a transfer out of the department to a position where the employee may have a better chance to show improvement and improve their performance.

Section 24.3 – Probationary Evaluations

During the month prior to the completion of an employee's probation, the employee's performance will be evaluated. If satisfactory, the employee will be removed from probation at the end of their 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.