

**ARTICLE 6**

**EMPLOYEE RIGHTS**

Sections 6.1 to 6.5 Proposed PCL on 5/15/26

**Section 6.6 – Consultation**

Employees shall have the right to request Union representation for meetings with their supervisor or a representative of management. Supervisors or representatives of management shall be able to decline this request provided that the purpose of the meeting is not related in any way to discipline, a grievance or arbitration, or any other specific right to representation in this Agreement.

**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. 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. *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 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 anytime 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

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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.

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- 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**

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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.

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**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 or who take a voluntary demotion will have their pay decreased by compa-ratio (i.e. comparative placement in the new pay grade). No employee shall suffer a reduction of 50% or more of their current pay.

**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. All vacancy announcements shall contain the following information: the date the vacancy was electronically posted, job title, minimum hourly pay, worksite location, position number, minimum qualifications based upon the class specification, 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. Electronically posted means posting on the website.

B. In order to be considered for a position, employees apply to the electronic posting of a vacancy by the published deadline. Employees should include an updated employment application, current resume, or other pertinent job-related information the applicant would like to have considered by the application deadline to be eligible to apply for a position, the employee must have successfully passed the four or six month probationary period for his/her current position at the time the application is made.

### **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 at the College's discretion.

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%) rounded up to the nearest step, whichever is greater, not to exceed the maximum of the pay grade. An employee may receive up to four steps above the minimum or above their current salary, based upon education, prior relevant experience and internal equity, with approval of the appropriate Cabinet Member and Human Resources. Any increase in excess of four steps must be approved by the College President.

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 two step increase in their base rate. The College President may grant

an increase in excess of two steps to their base rate. 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 six percent (6%) rounded up to the nearest step, whichever is greater, not to exceed the maximum of the higher grade. An increase in excess of six percent (6%) rounded up to the nearest steps 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.

Employees who believe they are performing fifty percent (50%) or more of their duties in a higher classification on a regular basis may request a position audit be performed by the Human Resources Department.

#### **Section 11.4 – Probation Upon Accepting A New Position**

A. An employee accepting a new position (whether by promotion, lateral move or voluntary demotion) will be on probation for four (4) or six (6) months, If, in the opinion of the College, the employee fails to successfully complete the probationary period for the new position, the employee will be:

1. Offered his or her prior 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 a salary 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**

A. In the event of a reduction in force, a surplus will be declared by classification(s) as determined appropriate by the College. 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 lay off 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 lay off regular full-time employees considering the following:

1. Training and experience;
2. Employee's overall disciplinary record;
3. Performance evaluations within current classification.
4. 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.

B. HCC will notify the Union no fewer than ~~thirty (30)~~ ninety (90) calendar days in advance of a pending lay off action of employees covered by this Agreement. Within seven (7) days of the notification to the Union, the parties also agree to discuss placement opportunities for laid off employees to open positions for which they are qualified.

**Section 12.2 – Grant Funded 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 a salary 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 work week will be 37.5 hours. A work week 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 work day is 7.5 hours. The normal work week is five (5) consecutive days. The College may, within ten (10) calendar days' written notice to the Union and to the affected employees, modify the normal work day 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 work week 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 work day 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.

D. Non-exempt employees are responsible for clocking in and out via the ERP and for submitting any corrections in a timely manner. Employees are required to clock in and record all hours worked. In addition, absences (paid and unpaid) must be properly recorded. Errors clocking in or out must be corrected by the designated payroll processing deadline.

Exempt employees are responsible for recording their time in the ERP as needed. Employees are responsible for completion of timesheets via the ERP and for the accuracy of any information that is submitted. Exempt employees are required to accurately enter their absences. Entries must be completed and submitted by the designated pay period processing deadline.

**Section 13.2 – Wages**

\*\*Withheld for Verbal Counter\*\*

**Section 13.3 – Shift Differentials**

Non-exempt employees who start work at or after 1:30 p.m. and prior to 5:30 a.m. (afternoon or evening shift) will be paid a ~~65¢~~ \$1.35 per hour shift differential.

**Section 13.4 – Future Wage Increases**

The College and Union agree to reopen this article for FY ~~2024-2025~~ 2027-2028 and ~~2025-2026~~ 2028-2029. A notice of the desire to re-open shall be given at least ninety (90) days prior to the end of the fiscal year.

**Section 13.5 – Overtime Compensation (Non-Exempt)**

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

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

C. Whether a non-exempt employee receives compensatory time off or payment for overtime work shall be determined by the non-bargaining unit supervisor. The supervisor will make a reasonable effort to accommodate the employee's preference to earn overtime pay or compensatory time off. If compensatory time earned by an

employee cannot be scheduled and used by the employee by March 31 of each year, then the compensatory time shall be converted to a cash payment at the pay rate in effect for the employee as of March 31. This shall be included in the check for the first full pay period in April.

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

### **Section 13.6 – Overtime (Exempt)**

The salary of an exempt employee is intended as compensation for all hours worked. Exempt employees 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 exempt employees may require a more flexible work schedule.

### **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 that shift, in addition to payment received by non-essential employees. The College shall have the right to require essential personnel to report for duty during an emergency and shall have the right to assign the work location. Failure to report for duty as assigned shall be grounds for discipline up to and including termination.

**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 their regular work day (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 dependents may take credit courses at HCC without paying tuition and fees. The maximum credit hours for employees are six (6) per semester.

B. Employees attending any accredited college in pursuit of an undergraduate bachelor’s degree or a graduate degree, or an approved professional certification program will be reimbursed for actual tuition paid, not to exceed \$1,200 per

semester for undergraduate courses and \$1,800 per semester for graduate courses, and up to \$1,200 upon completion of certification course, provided:

1. The employee is working toward a degree or professional certificate that is needed to increase, develop, and renew skills associated with their current position, and to meet the needs of the college.

2. The course work or certification program 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. In certification programs, the employee must complete 100% of the coursework or submit an official certificate of completion. The maximum reimbursement under this Section is \$1,200 for undergraduate courses and \$1,800 for graduate courses per semester. The stipend amount may not exceed the actual cost and amount paid of the courses. The maximum reimbursement to SEIU bargaining unit employees under this Section for the three bargaining units combined shall be \$60,000 per fiscal year. Once approved under the provisions of “B” above, the employees represented by SEIU, shall be awarded funds on a first-come, first-serve basis. Distribution of funds shall be limited to 60% for fall semester and the remaining may be used for spring and summer semesters.

### **Section 13.12 – Miscellaneous**

A. The Board shall pay for the costs of tests, licensing and certifications that are listed as required for employee’s position and which when passed or acquired continue to support the college or the department’s mission toward continued student success.

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 or electronic pay advice: 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 current employees shall have the option of direct electronic deposit of their pay into a bank or credit union mutually agreed upon. Employees hired after the execution of this Agreement shall be required to have direct deposit of their pay.

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 and will try to do so on a voluntary basis. However, the College and its employees recognized that it is counterproductive to the safety of both parties for employees to work excessive overtime. Employees working back-to-back shifts shall be limited to one back-to-back shift in any 48 hour period. If sufficient employees will not accept overtime to comply with this rule, the College shall have the right to require employees within a given classification to work overtime if called. Failure to accept overtime as assigned shall be grounds for discipline up to and including termination. 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.

If an employee is to be mandated overtime or held over for any period, he/she will be given at least 4 hours notice prior to the beginning of the mandated shift.

**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.

C. The College will strive to meet all reasonable leave requests in a consistent manner. While operational needs are to be considered, the College agrees to make the use of all applicable leave time available to employees when that leave is requested.

**Section 15.2 – Administrative Leave**

The President may place an employee on an administrative leave with or without pay.

Extension of administrative leave beyond the original time frame must be approved by the President. 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 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**

A bargaining unit employee who is a member of the uniformed service will be entitled to a military leave of absence from his position for duties as specified under the Uniformed Services Employment and Re-employment Rights Act (USERRA). An employee on such leave will be entitled to all rights and benefits consistent with USERRA.

**Section 15.6 – Family and Medical Leave**

The employees and the College's and Board's rights and obligations under the Family Medical Leave Act will be determined by statute, applicable regulations, and court interpretations under the Act. The Board Administrative Procedure applicable to employees will be the same as the procedure applicable to all non-represented employees.

**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. 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 and the College President. Any extension of a personal leave of absence without pay beyond the original leave is subject to approval of the College President.

**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. 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 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 worked of a month.

B. Beginning with the first full month in the employee's sixth (6th) year of continuous service through the tenth (10th) 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 (11th) 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)~~ fifty-four (54) days (405 hours) on December 31st, will be reduced to ~~forty-four days (330 hours)~~ fifty-four (54) days (405 hours) on January 1st of each year. There will be no payout of hours or days in excess of the maximum accrual of this Section; provided that a payout for the hours in excess of the maximum accrual as of December 31st 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)~~ fifty-four (54) days (405 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 hours or 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 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. Cashier
2. Senior Cashier
3. Senior Cashier/Bursar

### **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)~~

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forty (40) days (300 hours). Vacation leave may not be used to extend employment in an employee's separation process. For the purpose of calculating terminal pay, the daily rate of pay will be determined by dividing the annual rate of pay by 260 days. For hourly rated employees, terminal pay will equal the number of hours of accrued vacation leave, not to exceed ~~225~~ 300 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 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, Southshore, 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)
- Juneteenth (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 consecutive five-day Mid-term Break. The College will annually determine the days to be included in the break and publish the days as part of the College Calendar. Pay for non-exempt employees will be 37-1/2 hours for Mid-term Break. Exempt employees will be paid one weeks pay.

### **Section 18.3 – Holiday Pay**

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

### **Section 18.4 – Day Off on Holiday**

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

### **Section 18.5 – Work During Winter/Mid-Term Break**

If an employee works on a day the College is closed during the Winter or Mid-term break under Section 18.2, the employee will receive time and one-half pay for all hours actually worked on a designated Winter or Mid-Term break day as set forth under Section 18.2, plus seven and one-half hours of regular straight-time pay. Qualified employees shall bid all shifts by rotational seniority,

with the most senior employee placing the initial bid. All employees will be given an opportunity to bid on available shifts before the most senior employee on the list is able to bid again.

An up-to-date rotational seniority list shall be made available on the HCC network in the Public Safety folder.

**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.

**Section 18.7 – Exempt Employees Work on a Holiday**

Exempt employees who work on an HCC designated holiday or when the holiday falls on the employee's regularly scheduled day off will receive special compensatory time. Special compensatory time will be earned on a 1:1 basis, and must be used before any other leave types, within six (6) months of being earned. Special compensatory time is not eligible to be paid out at any time.

**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~~ 90 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.~~

\*\*Remainder of Article 20 is Submitted PCL on 5/15/26\*\*