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

A. The Salary Schedule set out at the end of this Article shall apply to all bargaining unit employees.

B. All newly-hired employees will be paid no less than the minimum rate for their pay grade. New employees may be paid up to four steps above the minimum, based on education and prior relevant experience, with prior approval of the appropriate Cabinet Member. Whether the education and prior relevant experience justifies pay above minimum will be determined by the Human Resources Department Under extraordinary circumstances, when qualified employees cannot be found because of inability to meet market salaries, the College President may authorize additional compensation.

C. Nothing set forth in this Article is intended, nor shall it cause, a decrease in the salary currently being paid to any employee.

D. In the event the Board decides to initiate a salary study the parties will establish a Joint Committee. This committee will have two (2) co-chairs, one appointed by the Union, one appointed by the Board. The committee will include an equal number of College and Union-appointed members.

E. All steps and grades on the full-time staff salary schedule will increase by 3% effective July 1, 2026.

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F. Employees will receive a pay increase that is the equivalent of one step on the staff salary schedule effective July ~~3~~1, 202~~3~~6. To be eligible, employees must have been employed at the College in a full-time role on or before December 31, 202~~2~~5. In addition, they must be employed in a full-time staff role continuously from December 31, 202~~2~~5 until the date that the increases are paid. To be eligible for the step increase, employees must have a satisfactory performance evaluation.

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G. Any staff employee who is at Step 30 of their paygrade will receive a one-time payment equivalent to the amount of one (1) step of their paygrade.

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~~E.~~

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~~F. Eligible employees will receive a pay increase that is the equivalent of one step on the staff salary schedule effective July 3, 2023. To be eligible, employees must have been employed at the College in a full-time role on or before December 31, 2020. In addition, they must be employed in a full-time staff role continuously from December 31, 2020 until the date that the increases are paid. To be eligible for the increase, employees must have a satisfactory performance evaluation.~~

~~G. Employees who, after gaining one or two steps as outlined above, are not on an actual step on the salary scale will be rounded up to the nearest step.~~

~~H. The increases identified in E and F and G above are subject to the Governor signing the 2023-2024 budget as currently expected.~~

~~I.~~H. Employees whose positions are funded in whole or in part by a grant will receive an increase to the extent an increase is provided in and funded by the grant and as otherwise provided by this Agreement. College employees applying for grant extensions will be encouraged to include sufficient funds in the grant for anticipated future wage increases.

~~J.~~I. If unsatisfactory evaluations reach a level of 5% or more of the bargaining units, the parties agree to meet and discuss factors relating to the increase.

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¢ per hour shift differential.

Section 13.4 – Future Wage Increases

The College and Union agree to reopen this article for FY 202~~4~~7-202~~5~~8 and 202~~5~~8-202~~6~~9. 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 16.4 – Termination of Employment

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

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

2. Sick leave accrued ~~on and after~~between July 1, 1997 and June 30, 2001 will not be paid when the employee leaves the employment of the College.

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3. Sick leave accrued after July 1, 2001 will be paid according to College policy and will be paid the same way non-Collective Bargaining Union employees are paid.

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~~2.~~4. The effective date of sick leave payout after July 1, 2001 will be after ratification of this agreement and approval by the Board of Trustees. No retroactive payments will be made for employees who terminate before full approval of this agreement as described above.