

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF BROWARD COLLEGE

AND

**THE FEDERATION OF PUBLIC EMPLOYEES
A DIVISION OF THE NATIONAL FEDERATION OF
PUBLIC AND PRIVATE EMPLOYEES, AFL-CIO**



**Year 3 Agreement of the
July 1, 2021 to June 30, 2024
Collective Bargaining Agreement**

Printed

**Ratified by Broward College Board of Trustees on _____, 2023
Ratified by FOPE on _____, 2023**

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ARTICLE 1

RECOGNITION

The College recognizes the Federation of Public Employees, A Division of the National Federation of Public and Private Employees, AFL-CIO, hereinafter called the Federation and/or Union, as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission - Certification No. 1096 to wit, **March 31, 1995**.

Included: All regular full-time employees employed by Broward College in the following positions:

Assistant, Materials Movement
Assistant Manager, Bookstore
Assistant Manager, Omni Productions
Automotive Mechanic
Bookstore Associate
Communications/Installation Technician
Campus Safety Corporal
Public Safety Dispatcher
Public Safety Officer
Public Safety Sergeant
Coordinator, Electrical Systems
Coordinator, Production
Coordinator, Property Management
Coordinator, Reading Lab
Custodian
Duplicating Projects Specialist
Electrician
Equipment Mechanic
HVAC Technician
Journeyman, HVAC Technician
Journeyman, Tradesworker
Lead Automotive Mechanic
Lead Electrician
Lead Mail Operations Specialist
Lead Maintenance Worker
Lead Materials Movement Assistant
Lead Press Operator
Lead Project Worker
Lead Small Equipment Operator
Lead Specialist, Irrigation
Lead Specialist, Landscape
Lead Storekeeper
Lead Painter
Lead Plumber
Lead Tradesworker
Logistics Coordinator
Plumber
Press Operator
Project Worker
Senior, Bookstore Associate
Senior, Materials Movement Assistant
Senior, Press Operator
Senior, Project Worker
Senior, Small Equipment Operator

Senior, Storekeeper
Senior, Tradesworker
Senior Specialist, Academic Resources Technical Support
Senior Specialist, Irrigation
Senior Specialist, Landscape
Senior Specialist, Mailroom
Small Equipment Operator
Specialist, Academic Resource Technology Support
Specialist, Accounting
Specialist, Aviation Support
Specialist, Irrigation
Specialist, Landscape
Specialist, Mailroom
Stage Technician
Storekeeper
Supervisor, Warehouse
Support Technician (Aviation & Automotive)
Tradesworker II

Excluded: Broward College not specifically included above.

Public Safety Lieutenant
Coordinator, Project
Director, Learning Resources
Director, Printing and Graphic Arts
Electronics Engineering Department Head
Supervisor, Grounds Maintenance
Manager, Landscape/Grounds
Manager, Material Services
Manager, Physical Plant
Science Laboratory Technician
Superintendent Building Maintenance
Supervisory, Professional, Managerial, Confidential,
Technical Stage Manager
TV Maintenance Engineer

Temporary, Casual, OPS, and CETA employees and all other employees
of Trades Supervisor

ARTICLE 2

MANAGEMENT RIGHTS

1. The Union recognizes that the College has the exclusive right to manage and direct its work force. Accordingly, except where otherwise addressed in this Agreement, the College reserves the exclusive right to:
 - (a) hire, discharge for cause, promote, demote and lay off employees.
 - (b) transfer employees from location to location and from time to time;
 - (c) rehire employees;
 - (d) determine the starting and ending time and the number of hours and shifts to be worked;
 - (e) maintain the efficiency of employees by communication through supervisory personnel, including the use of a Broward College Performance Expectation Reminder, which is only communicatory in nature, and not disciplinary in nature;
 - (f) merge, consolidate, subcontract, expand, or close any department or any part thereof or expand, reduce, alter, combine, assign or cease any job;
 - (g) control the use of, and use equipment and property of the College;
 - (h) determine the number, location or any work site and division thereof;
 - (i) schedule and assign the work of the employees and determine the size and composition of the work force;
 - (j) formulate policy, rules and regulations;
 - (k) introduce new or improved service, maintain procedures, materials, facilities, and equipment, and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary;
 - (l) manage the College's campuses, jobs and future job locations;
 - (m) determine the classifications of unit employees, and establish job duties and grade levels for unit employees;
 - (n) discipline, up to and including discharge of employees for just cause.

2. If the College fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the College's right to exercise any or all such functions. Any right, power or privilege of the College not specifically relinquished by the College in this Agreement shall remain with the College.

ARTICLE 3

NO STRIKE

The Union, its officers, agents, representatives, members and employees of the bargaining unit agree that they will not strike, as defined by the Public Employees Relations Act and agree not to participate in a strike against the College by instigating or supporting, in any positive manner, a strike.

During the term of this Agreement, the College agrees that it will not authorize, cause or engage in any lock-out of employees, unless a lock-out should become necessary for the protection of the Employer's property.

ARTICLE 4

MAINTENANCE OF STANDARDS

All rights and working conditions enjoyed throughout the College by unit employees at the present time and authorized by the Department of Talent & Culture, which are not specifically referred to in this Agreement, shall not be changed by the College unless said rights and working conditions interfere with the operations and needs of the College, provided, subject to the foregoing, nothing herein shall limit the Employer's right to establish or change reasonable rules and conditions not in conflict with this Agreement.

ARTICLE 5

HOURS OF WORK AND OVERTIME

Section 1. All Bargaining Unit Employees except Public Safety Employees.

1. The basic work week for employees governed by this section, shall consist of forty (40) hours in a seven (7) day period beginning each Sunday at 12:00 A.M., through the following Saturday at 11:59 P.M. unless otherwise specified, exclusive of scheduled unpaid lunch breaks. Employees will be notified at least one (1) week in advance of a transfer, reassignment or change of shift. Nothing in this agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week.
2. All hours authorized and worked more than forty (40) hours in a seven (7) day work period shall be compensated at one and one-half (1½) times the employee's straight time basic hourly rate of pay. Overtime will be calculated at fifteen (15) minute increments. Any hours worked more than sixteen (16) continuous hours will be paid at two (2) times the employee's straight time basic hourly rate of pay. In establishing eligibility for overtime, vacation leave, personal leave, and military leave, authorized holidays, and authorized non-duty days within a pay period will be counted in computing the number of hours worked per week. For purposes of computing the overtime rate, the rate shall be computed for each contract year based on annual work hours of 1904. Annual work hours and pay rates shall be recomputed each contract year to account for the fluctuation in holidays.
3. Each employee shall be entitled to two (2) fifteen (15) minute compensable breaks, one in each four (4) hours of an eight (8) hour shift, which shall be scheduled by the appropriate supervisor, and may not be combined to shorten the workday.

4. The starting and ending time for a work location shall be established by the appropriate supervisor to meet the varying needs of that work location. Based on staffing requirements, employees may be temporarily required to report to work at a different location with no changes to pay and benefits.
5. All requests for overtime shall originate with the employee and be preapproved by management prior to conducting the requested overtime. Overtime may be assigned on a rotational basis. All bargaining unit members governed by this section may submit their name to their immediate supervisor for consideration of available overtime opportunities. Supervisors shall notify employees at least two (2) days in advance of overtime opportunities provided time permits. If a unit member accepts or declines the offer to work the overtime opportunity, management may consider the employee for future overtime opportunities. The only exception to this rule is when a specified skill is required. Emergency overtime may be approved by telephone and oral approval(s) must be followed with appropriate timekeeping entry.
6. In the event the College creates an additional work shift for Unit employees, those employees may submit in writing their shift preference to the appropriate supervisor who shall designate those employees who are to be affected by said shift assignment.
7. Unit employees assigned to work the second shift shall receive an additional fifty (50) cents per hour for each shift hour worked during their assigned shift. Unit employees assigned to work the third shift shall receive an additional one (1) dollar per hour for each shift hour worked during their assigned shift. The above shift differentials shall not be considered part of the employee's basic hourly rate of pay, except in computing overtime. Differential rate may change based on reassignment to a different shift, and shall receive the applicable rate for that shift as identified above.

However, when computing overtime payment as in paragraph 2 of this Article, the shift differential shall be included in the computation.

8. Nothing in this contract will preclude Broward College from adopting a four (4) day workweek.
9. Excessive absenteeism and/or tardiness may be cause for disciplinary action up to and including termination of employment. No personnel shall have their pay docked until more than eight (8) minutes late. On the ninth (9th) minute docking will start in fifteen (15) minute increments and the employee may request personal time off (PTO) for the tardiness which may be approved by management. An employee who is late more than one (1) hour after the required shift start time may be docked using unpaid time off (UPTO) for any time more than one (1) hour. All personal time and or unpaid time off must be approved by management.
10. Any employee who fails to report to work for three (3) consecutive workdays without notice to the College shall be considered to have voluntarily resigned.
11. No full-time employee shall be scheduled to be physically present at work for less than four (4) hours on any day. Any employee whose weekly work schedule requires their physical presence at work for seven (7) days in any week will be compensated at one and one-half (1½) times the employee's straight time basic hourly rate of pay for any hours worked on the seventh day.
12. Any employee who is scheduled for two shifts with less than eight (8) hours between those shifts will receive one and one-half (1½) times the employee's straight time basic hourly rate of pay for any hours worked during the second shift until the eight hours' rest period would have been satisfied.
13. Any employee who is asked to work a full shift without taking their half (1/2) hour unpaid meal break will receive one (1) additional hour of compensation at one and

one-half (1½) times the employee's straight time basic hourly rate of pay.

14. Employees whose position responsibilities necessitate duties that are required to maintain the essential operations of the college before, during and after college-declared emergency closings are designated as essential employees. In most cases, such designation will be noted on the job description and/or employees will be notified prior to a college-declared emergency closings of their essential status. The determination of which essential personnel may be required to report for work can vary depending on the type of situation which caused the closure, and be subject to management approval.

In the event that the President of the college or his/her designee or the Board of Trustees or any other public official declares an emergency and directs the college to commence emergency operations and/or orders the college facilities to be closed, and all identified essential personnel may be required to report to work based on an established work schedule for the emergency and at the sole discretion of management. Emergency conditions may include but are not limited to hurricanes, windstorms, tornadoes, civil disturbances, and/or enemy attack.

Essential personnel should be available to work and will be notified of the need to report to work even if the college is officially closed. During such an emergency closing, designated essential personnel may be required to perform duties assigned by their supervisor that may vary from their normal responsibilities or work schedules until circumstances permit an orderly transition to pre-closure routines.

Any bargaining unit member regularly scheduled to work during the time of the emergency that is ordered to return home during the emergency or prior to the completion of the employee's shift shall be compensated for all hours during the emergency period which the employee was scheduled to work at the employee's

regular rate of pay.

Any bargaining unit member called back to work during a college emergency will be paid double their hourly rate of pay for every hour worked. For example, employees who make \$10 per hour as their hourly rate of pay will receive \$20 per hour for every hour worked during an emergency.

Employees on pre-approved leave (i.e. vacation, sick, etc.) will be charged their leave time. If an emergency falls on an employee's regularly scheduled day off, (i.e. a day that is not a part of their normal work week), the employee will not be required to report to work and will not be paid for that day. Designated essential personnel who are on a regularly scheduled day off may be contacted to work and will be compensated as discussed above.

Employees who fail to report to work after a call back shall not be compensated for days not worked while the college is closed due to the emergency conditions unless on approved leave prior to the time of a call back. Additionally, such employees may be subject to disciplinary action, up to and including termination of employment.

15. In the event that the college is pre-scheduled for a closing such as a federal holiday observed by the college, winter break, spring break, etc., essential personnel will be required to work and will be paid at one and one-half times their regular rate of pay for all hours actually worked in accordance with Article 15 "Holiday Pay."

Section 2 – Public Safety Employees

1. The basic work week for Public Safety Employees shall consist of forty (40) hours in a seven (7) day period beginning each Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M. unless otherwise specified.

- a. Public Safety Employees will be required to work an eight (8) hour work shift, which shall include a paid one-half (1/2) hour meal break, during one of the daily work shifts established by management. No full-time Public Safety Employees shall be scheduled to work a shift less than four hours.
 - b. No full-time Public Safety Employees shall be scheduled to be physically present at work for less than two hours on any day for mandatory meetings or training. Mandatory meetings and training are not considered “shifts.”
 - c. If the College schedules a mandatory meeting, then that meeting will count towards the 40 hour requirement specified above or will be paid at the rate of the one and one-half (1½) times the employee's straight time basic hourly rate of pay. Mandatory meetings will be paid in one hour increments, and will be rounded up to the next hour (i.e. a 2.5 hour meeting will be counted as 3 hours for purposes of this Section.)
 - d. Employees will be notified at least two (2) weeks in advance of a transfer, reassignment or change of shift. In addition, Public Safety Employees may be mandated to work additional hours in cases where shift assignments fall below established minimums or when the operational strength of the Public Safety Department may be jeopardized. Nothing in this agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week.
2. All hours authorized and worked more than forty (40) hours in a seven (7) day work period shall be compensated at one and one-half (1½) times the employee's straight time basic hourly rate of pay. Overtime will be calculated at fifteen (15) minute increments. Any hours worked more than sixteen (16) continuous hours will be paid at two (2) times the employee’s straight time basic hourly rate of pay. In establishing eligibility for overtime, vacation leave, personal leave, military leave, and authorized

holidays and authorized non-duty days within a pay period will be counted in computing the number of hours worked per week. For purposes of computing the overtime rate, the rate shall be computed for each contract year based on annual work hours of 2080. Annual work hours and pay rates shall be recomputed each contract year to account for the fluctuation in holidays.

3. Public Safety Employee shall be entitled to two (2) fifteen (15) minute compensable breaks, one in each four (4) hours of an eight (8) hour shift, which shall be scheduled by the appropriate supervisor, and may not be combined to shorten the workday.
4. The starting and ending time for a work location shall be established by the appropriate supervisor to meet the varying needs of that work location. Based on staffing requirements, Public Safety Employees may be temporarily required to report to work at a different location with no changes to pay and benefits.
5. All requests for overtime shall originate with the employee and be preapproved by management prior to conducting the requested overtime. All Public Safety Employees may submit their name to their immediate supervisor for consideration of available overtime opportunities. Overtime will be assigned on a rotational basis. However, when overtime is necessary to maintain minimum staffing levels, the overtime will be filled on a case by case basis. When Public Safety Employees accept, or decline the offer to work rotational overtime management may consider the employee for future overtime opportunities. The only exception to providing overtime on a rotational basis is if a specified skill is required, as deemed necessary by the College for a particular overtime shift. Emergency overtime may be approved by telephone. Oral approval(s) must be followed with appropriate timekeeping entry.

6. Public Safety Employees may submit in writing their shift preference to the appropriate supervisor who shall take preferences into consideration when assigning personnel to shifts.
7. For Public Safety Employees, first shift is defined as a shift that occurs between the hours 7 am to 3 pm; the second shift is a shift that occurs between the hours of 3 pm to 11 pm; and the third shift is a shift that occurs between the hours of 11 pm to 7 am (collectively, "Standard Shifts"). The College may create shifts for Public Safety Employees that overlap among the first, second, and third shifts (hereinafter, a "Staggered Shift").
 - a. Public Safety Employees assigned to work the second shift or a Staggered Shift shall receive an additional fifty (50) cents per hour for each shift hour worked during those hours that fall within the timeframe of the second shift. Public Safety Employees assigned to work the third shift shall receive an additional one (1) dollar per hour for each shift hour worked during their assigned shift.
 - b. The above shift differentials for the second and third shall not be considered part of the employee's basic hourly rate of pay, except in computing overtime. The above Staggered Shift differential shall not be considered part of the employee's basic hourly rate of pay, except in computing overtime.
 - c. Differential rate may change based on reassignment to a different shift, and shall receive the applicable rate for that shift as identified in Section 2(7)(a) above. However, when computing overtime payment as set forth in Section 2 (2), shift differential shall be included in the overtime computation.

8. Nothing in this contract will preclude Broward College from adopting a four (4) day workweek.
9. Excessive absenteeism and/or excessive tardiness may be cause for disciplinary action up to and including termination of employment. A Public Safety Employee who reports to work late, may request to use personal time instead of being docked unpaid time off (UPTO), and the request for personal time may be approved by management. Approval of personal time in order to avoid UPTO may still result in disciplinary action against a Public Safety Employee for excessive absenteeism and/or excessive tardiness.
10. Any Public Safety Employee who fails to report to work for three (3) consecutive workdays without notice to the College shall be considered to have voluntarily resigned.
11. An employee whose weekly work schedule requires their physical presence at work for seven (7) days in any week will be compensated at one and one-half (1½) times the employee's straight time basic hourly rate of pay for any hours worked on the seventh day.
12. All Public Safety Employees who are scheduled for two shifts with less than eight (8) hours between those shifts will receive one and one-half (1½) times the employee's straight time basic hourly rate of pay for any hours worked during the second shift until the eight hours' rest period would have been satisfied.
13. All Public Safety Employees are required to maintain the essential operations of the college before, during and after college-declared emergency closings and are designated as essential employees. The determination of which Public Safety Employees may be required to report for work can vary depending on the type of situation which caused the closure.

In the event that the President of the College or his/her designee or the Board of Trustees or any other public official declares an emergency and directs the college to commence emergency operations and/or orders the college facilities to be closed, all Public Safety Employees may be required to report to work based on an established work schedule for the emergency and at the sole discretion of management. Emergency conditions may include but are not limited to hurricanes, windstorms, tornadoes, civil disturbances, and/or enemy attack.

Public Safety Employees shall be available to work and will be notified of the need to report to work even if the college is officially closed. During such an emergency closing, Public Safety Employees may be required to perform duties assigned by their supervisor that may vary from their normal responsibilities or work schedules until circumstances permit an orderly transition to pre-closure routines.

Any Public Safety Employee regularly scheduled to work during the time of the emergency that is ordered to return home during the emergency or prior to the completion of the employee's shift shall be compensated for all hours during the emergency period which the employee was scheduled to work at the employee's regular rate of pay.

Any Public Safety Employee called back to work during a college emergency will be paid double their hourly rate of pay for every hour worked. For example, employees who make \$10 per hour as their hourly rate of pay will receive \$20 per hour for every hour worked during an emergency.

Public Safety Employees on pre-approved leave (i.e. vacation, sick, etc.) will be charged their leave time. If an emergency falls on an employee's regularly scheduled day off, (i.e. a day that is not a part of their normal work week), the

employee will not be required to report to work and will not be paid for that day. Public Safety Employees who are on a regularly scheduled day off may be contacted to work and will be compensated as discussed above.

Public Safety Employees who fail to report to work after a call back shall not be compensated for days not worked while the college is closed due to the emergency conditions unless on approved leave prior to the time of a call back. Additionally, such employees may be subject to disciplinary action up to and including termination of employment.

Section 3 - Call-Out Provision

1. There is no “standby” or “on call” compensation for bargaining unit members. Management will be responsible for accessing requirements needed to respond to an “after normal working hours” emergency and based on those requirements, management may “call out” employees for such emergencies. “After normal working hours” is defined by any hour following the employees regularly scheduled workday and/or workweek. All employees are considered essential employees and are subject to the call-out provision based on management’s requirements needed to respond to an emergency.
2. An employee who is called-out, shall receive their regular rate of pay for actual time worked and shall be guaranteed a minimum of four (4) hours of pay at their regular rate of pay. The “call-out” provision shall not be included in the calculation of overtime.

If an employee who is called-out, fails to respond within thirty (30) minutes to the emergency may be subject to disciplinary actions up to and including termination of employment.

ARTICLE 6

GRIEVANCE PROCEDURE

A “*Grievance*” is defined as an employee’s perception of unfair application of College policies and procedures involving the interpretation or application of specific provisions of this agreement and matters affecting an employee’s wages, benefits, terms, and conditions of employment.

(A) Any claim by an employee, group of employees or the Union at the request of a group of employees that there has been an alleged violation, misinterpretation or misapplication of any provisions of this Agreement, or any rule, order or regulation of the College deemed to be an alleged violation of the Agreement, may be processed as a grievance as is hereinafter provided. Nothing in this Article shall be construed to prevent any employee from presenting, at any time, their own grievance in person or by legal counsel, to the College and having such grievance adjusted without the intervention of the Union. If the adjustment is consistent with the terms of this Agreement, and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of such a grievance will allow for the further processing of the grievance.

(B) No disciplinary action may result from a meeting between an employee and a management representative unless the employee is advised that such meeting is for the purpose of discussing discipline and/or potential discipline and shall be given at least a two (2) day written notification prior to the meeting. If such a meeting does take place, the employee has the right to request or call a union business representative to attend the conference and a continuance shall be granted. The conference will resume within one (1) working day after the continuance is granted.

In the event that an employee believes there is a basis for a grievance, he shall first

discuss promptly the alleged grievance with the immediate supervisor either personally, or if they prefer, accompanied by a Union representative, within ten (10) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.

(C) Appeal of Disciplinary Action and Grievance Resolution Procedures

(1) Appeal of Disciplinary Action:

- a) The employee or the Federation may appeal a written reprimand, suspension without pay, reduction in salary, demotion or termination of employment. Such disciplinary appeal shall be filed directly with the President of the College or his/her designee within seven (7) working days of receipt of written notice of any disciplinary action.
- b) The President of the College or his/her designee shall respond to the appeal in writing within seven (7) working days from date of receipt of any timely submitted disciplinary appeal.
- c) If the President of the College or his/her designee upholds the disciplinary action, the employee or the Federation may proceed to arbitration in accordance with Step 4 of this Article.
- d) New hire probationary employees do not have any right of appeal of any disciplinary action.

(2) Grievance Procedures:

If an employee believes that a misunderstanding from the application or interpretation of this agreement exists, and after an employee has had an opportunity to have an informal discussion with their immediate supervisor, the employee believes that a grievance still exists, the following formal grievance procedure may, at the option of the grievant, and invoked through the Federation within seven (7) working days of the informal discussion with their supervisor, shall utilize Step 1 through Step 4 below for a resolution of the grievance.

STEP 1:

If the grievant or the Federation is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted in writing to the Intermediate Supervisor and/or his designee within seven (7) working days of the disposition or expiration of the time limit.

Within seven (7) working days the Intermediate Supervisor or his designee shall meet with the grievant and/or his Union representative and shall indicate the disposition of the grievance in writing within seven (7) working days of such meeting and shall furnish a copy thereof to the Union, provided that when the grievant and/or the Union is satisfied with the response, processing of the grievance will automatically terminate.

STEP 2:

If the grievant or the Federation is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted in writing to the Provost or Vice President and/or his designee within seven (7) working days of the disposition or expiration of the time limit.

Within seven (7) working days the Vice President/Provost or his designee shall meet with the grievant and/or his Union representative and shall indicate the disposition of the grievance in writing within seven (7) working days of such meeting and shall furnish a copy thereof to the Union, provided that when the grievant is satisfied with the response, processing of the grievance will automatically terminate.

STEP 3:

If the grievant or the Federation is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the

grievance shall be submitted to the President of the College or his designee within seven (7) working days of the disposition or expiration of the time limit.

Within seven (7) working days the President or his designee shall meet with the grievant and/or his Union representative and shall indicate the disposition of the grievance in writing within seven (7) working days of such meeting and shall furnish a copy thereof to the Union.

STEP 4:

- a. If the grievant or the Federation is not satisfied with the disposition of a disciplinary appeal or a grievance by the President or his designee, or if no disposition has been made within the specified time limit, the grievance may be submitted by the Union with the consent of the grievant, to arbitration before an impartial arbitrator within seven (7) working days of the date of disposition (“notification”) at Step 3, or the expiration of the time limit, whichever occurs first.
- b. Within seven (7) days from the notification date that arbitration will be pursued, the party requesting arbitration shall request a list of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS), in accordance with its rules and shall likewise govern the arbitration proceedings.
- c. Within ten (10) working days of the dated FMCS document listing the qualified neutrals, the party requesting arbitration shall contact the other party so that they shall confer and alternately cross out the names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross-out first, or as mutually agreed upon by both parties involved in the selection process. The parties agree that the award of the arbitrator shall be final and binding.

- (D) The arbitrator's fees and expenses shall be borne by the losing party as determined by the arbitrator. If the arbitrator determines in favor of the Union, the College will be considered to be the losing party, and will bear the full cost of the arbitrator's fees and expenses. In the event the arbitrator deems his/her award as a compromise award, the arbitrator's fees and expenses shall be borne equally by the parties to the arbitration. Each party shall be responsible for any additional expense it chooses to incur.
- (E) The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.
- (F) Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.
- (G) The arbitrator shall be prohibited from modifying, changing, adding to or subtracting from the terms of this Agreement or any supplementary written approved amendment entered into mutually by the parties. Any case appealed to the arbitrator on which he has no power to rule shall be referred back to the parties without decision. The decision of the arbitrator shall be final and binding upon the College and the Federation in the absence grounds to vacate under Fla. Stat. Chapter 682 (Revised Florida Arbitration Code).
- (H) The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of the Agreement.
- (I) Nothing in this Article shall require the Union to process grievances for employees who are not members in good standing of the Union.
- (J) Failure of the Union to process grievances of non-members shall not prohibit the College from processing grievances pursuant to the terms of this Article, through Step 3, which decision at Step 3 shall be binding on the grievant.

ARTICLE 7

FUNERAL LEAVE

The College shall grant an employee a leave of absence of up to five (5) consecutive working days for the purpose of attending services where death occurs in the employee's family. Such leave shall be charged against the employee's accrued sick leave. The employee's family shall be defined as the employee's wife, husband, son, daughter, mother, father, step-parent, sisters, brothers, grandparents, grandchild, uncle, aunt, niece or nephew or domestic partner (as defined by the College's Affidavit of Domestic Partnership). Upon request by the College, the employee shall provide the College with proof of death in his or her family as defined in Article 9.

ARTICLE 8

SICK LEAVE

1. Full-time employees shall accrue sick leave at the rate of one day of sick leave for each calendar month or major fraction of a calendar month of continuous service not to exceed twelve (12) days for each fiscal year.
2. Each full-time employee who is unable to perform his duties at the College because of illness and who consequently must be absent from work may be granted sick leave by the appropriate supervisor. It is the responsibility of an employee, except Public Safety Employees, to notify his/her supervisor at least one (1) hour prior to the start of their scheduled assigned shift due to illness. The employee must speak with their immediate supervisor or leave a voice mail message as to the nature of the absence. Public Safety Employees, other than Public Safety Dispatchers, must speak with the on-duty public safety supervisor at the employee's assigned duty location at least three (3) hours prior to the start of their scheduled shift. If there is no supervisor on duty at the assigned duty location, then the employee must speak with their respective Public Safety Lieutenant or the on-duty Lieutenant. Public Safety Dispatchers must speak with the SOC Manager, or with the Captain of Security and Support Services when the SOC Manager is unavailable, at least three (3) hours prior to the start of their scheduled shift. Failure of the employee to notify the supervisor will result in loss of sick pay for the day and may be grounds for disciplinary action.
3. Accumulated sick leave may be taken because of illness or death of the employee's father, mother, brother, sister, husband, wife, child, grandparent or significant other on a case-by-case basis.

Such leave shall not exceed ten (10) consecutive work days for attending the funeral of said relatives as defined in Article 8.

4. Full-time employees may be granted no more than forty-five (45) hours for a 7.5-hour workday or forty-eight (48) hours for an 8.0-hour workday schedule dependent on job classification for personal reasons each fiscal year July 1 – June 30 and is non-cumulative. Such leave shall be charged against accumulated sick leave. When requesting personal leave with pay, it is the responsibility of the employee to notify his/her supervisor prior to the beginning of their assigned shift in accordance with College Policies.
5. Any full-time employee who finds it necessary to be absent from his duties because of illness for three (3) consecutive days, when the employee's attendance shows possible abuse of sick leave, or due to the provisions of Section 3, may be required by the College to submit sufficient documentary evidence to support the claim. Failure to provide documentation, when required by the College, shall result in the loss of compensation for such absence and may subject the employee to disciplinary action.
6. Family and Medical Leave Act of 1993 (FMLA)

An absence under the FMLA is defined as an approved absence available to eligible employees for up to twelve (12) weeks of leave per year (12 months) based on the following reasons:

- On the birth of an employee's child;
- On the placement of a child for adoption or foster care with an employee;
- When an employee is needed to care for a child, spouse, or parent who has a serious health condition; or
- For the employee's own serious health condition.

All regular employees are eligible for FMLA if they have been employed by the college for at least twelve (12) months and if they have worked at least 1250 hours during the twelve (12) month period immediately preceding the requested leave. An employee who is eligible for FMLA will be required to submit certification from a

licensed physician of his or her personal serious health condition or the need to care for a relative with a serious health condition. Upon return to work, the employee will need to provide a Fitness for Duty from the treating physician, psychiatrist, or psychologist, if they were out for their own personal serious health condition.

Employees who are eligible for FMLA must use all accrued sick and annual leave prior to going on unpaid leave. If employees are utilizing paid leave accruals, deductions from the employee's pay for insurance premiums will continue; however, if employees have exhausted their accrued leave and are on leave without pay they are required to pay their portion of health insurance premiums directly to the College for any dependent coverage or if single coverage is normally deducted from their paycheck, to retain such coverage.

7. In the event of resignation, death or retirement under a retirement system administered by the State of Florida, the Board will provide terminal leave pay.
 - A. If termination results from resignation, death, or retirement, such terminal pay may not exceed an amount determined as follows:
 - (1) During the first three (3) years of service, 35 percent of the daily rate of pay multiplied by the number of days of accumulated sick leave.
 - (2) Between 4 years and 6 years of service, 40 percent of the daily rate of pay multiplied by the number of days of accumulated sick leave.
 - (3) Between 7 years and 10 years of service, 45 percent of the daily rate of pay multiplied by the number of days of accumulated sick leave.
 - (4) Any years of service after the 10th year of service, 50 percent of the daily rate of pay multiplied by the number of days of accumulated sick leave. Any employee who has more than 10 years of service based on the formula prior to the ratification date by the Board of Trustees on September 27, 2016, will be capped at their current percentage based on years of service.

- (5) If termination is by death of the employee, any terminal pay to which the employee may have been entitled shall be made to his/her designated beneficiary or estate.
- B. (1) An employee with ten (10) or more years of service who retires under the Florida Retirement System and who is eligible for and draws regular monthly benefits upon that retirement shall be eligible to receive terminal leave pay benefits at 50 percent of the daily rate of pay multiplied by the number of days of accumulated sick leave.
- (2) Terminal pay at termination from DROP participation. Employees electing to participate in the Florida Retirement System DROP program shall be eligible to receive annual terminal sick leave pay benefits in equal percentages to the number of years of DROP participation. If the employee elects to participate for the maximum five-year period, the payment percentage will be 20 percent of his/her daily rate of pay multiplied by the number of accumulated sick leave hours for each year of participation. The total payment shall not exceed 100 percent.
- C. For the purposes of administering this Article, the following definitions will apply.
- (1) Years of service is defined to mean the total years of service credited by a retirement system administered by the State of Florida at the time of the employee's retirement. It shall be the responsibility of the employee to provide verification of the total years of service credited.
- (2) A year of service is defined to mean a full year or major fraction thereof as credited by a retirement system administered by the State of Florida.
- (3) Daily rate of pay is defined to be the base annual salary of the employee divided by the number of days in the employment contract of the employee. Daily rate of pay is further defined as the daily rate of pay at the time the employee completes 30 years of service. If the employee has completed

more than 30 years of service, the daily rate of pay will be calculated on the basis of the employee's base annual salary during the year in which the employee completed 30 years of service. If the employee has not completed 30 years of creditable service at the time the employee retires, then the daily rate of pay will be calculated on the base annual salary of the employee at the time of retirement.

- (4) If an employee retires and receives terminal leave pay benefits based on unused sick leave credit; all unused sick leave credit shall become invalid.

If an employee retires without receiving terminal leave pay benefits, and interrupts retirement to return to employment, the employee's sick leave credit shall be reinstated.

8. Sick Leave Incentive Award.

A. Any bargaining unit employee who has not used sick leave for six (6) consecutive months, beginning with the last date the employee used sick leave, will be entitled to a one-time payment of three hundred dollars (\$300). To be eligible for this payment, the employee must have reported on all scheduled work days, exclusive of personal leave, funeral leave, vacation leave, military leave, jury duty leave, and intermittent FMLA leave.

B. Employees who have accrued more than thirty (30) consecutive calendar days ("non-eligible period") of workers' compensation leave, disability, or FMLA leave shall not be eligible for the sick leave incentive until the employee has completed six (6) consecutive months from the end of the non-eligible period.

C. The employee must notify his/her supervisor, in writing no more than thirty (30) days after completing the six (6) consecutive months to be eligible for a payment. Upon verification of the claim, the payment will be issued on the next scheduled pay date.

9. A sick leave pool will be established in accordance with policy and procedure. In

order to provide an expanded sick leave benefit, and in order to provide all employees with the opportunity to avail themselves of the maximum benefit possible, the College shall maintain a Sick Leave Pool. Voluntary participation shall be open to individuals who have been employed full time continuously for at least one year and who have accrued a minimum of 8 days of sick leave. Each participant in the Pool shall donate 2 days of accrued sick leave to the Pool and have his/her personal sick leave accrual reduced by the same amount. If the Sick Leave Pool becomes depleted, each participating member shall contribute an additional 1 day of sick leave and have his/her sick leave accrual reduced by that amount. The Pool shall be considered depleted when the total number of credits in the Pool is 30 days or less. The Pool shall not be replenished more than two times in any 12-month period. Use of Sick Leave Pool credits is limited to the employee's personal illness, accident, or injury. Employees must have been absent from scheduled work days for a minimum of 20 duty days and must have exhausted all accrued sick leave and vacation leave before being eligible to apply for Sick Leave Pool credits. If an employee returns to work from an approved Long-Term Disability absence, but is unable to complete one full year due to a reoccurrence of the disability, the 20-duty day minimum may be reduced. An employee may apply for a maximum of 20 days credit at any one time. A maximum of 40 days may be requested by an individual employee for each separate disability. In no event shall Sick Leave Pool credits be provided for absences beyond the 90th calendar day of disability. Participating employees may resign from the Pool at any time. Upon resignation from the Pool or from the College, all contributions to the Pool and rights to receive leave credits from the Pool shall be forfeited. Alleged abuse of the Pool shall be investigated and on a finding of wrongdoing, the employee shall repay all of the sick leave credits wrongfully drawn from the Pool. Such abuse shall also subject the employee to appropriate disciplinary action. Applications to join the Sick Leave Pool and

application for the use of sick leave pool credits shall be made to Human Resources.

The Committee shall be comprised only of employees participating in the Pool.

Resignations from the Pool shall also constitute resignation from the Committee.

Committee membership shall be determined in the following manner:

- The President of the College shall appoint three members from the administrative/professional staff.
- The President of the United Faculty of Florida shall appoint three members of the bargaining unit.
- The President of the College shall appoint three career employees.
- The Committee shall issue an annual report to each participating employee showing the usage of the Pool and the current balance of sick leave credits.
- The Committee shall develop policies and procedures for the operation of the Sick Leave Pool.
- The Federation shall be entitled to appoint two (2) bargaining unit members.

ARTICLE 9

PROBATIONARY EMPLOYEES

Section 1. – All Employees except Public Safety Dispatchers

A newly hired full time regular employee, who has completed less than one hundred and twenty (120) calendar days shall be considered a probationary employee and shall not be covered by any of the provisions of this Agreement, including the right to grieve from any action taken by the employer during the said one hundred and twenty (120) day period.

Section 2. – Only Public Safety Dispatchers

- a. A newly hired full time regular Public Safety Dispatcher, who has completed less than one hundred and twenty (120) calendar days shall be considered a probationary employee and shall not be covered by any of the provisions of this Agreement, including the right to grieve from any action taken by the employer during the said one hundred and twenty (120) day probationary period.
- b. In addition to the one hundred and twenty (120) day probationary period, as a condition of continued employment, the Public Safety Dispatcher must be able to successfully complete and receive training certification for the course, Public Safety Telecommunicator, from the Association of Public-Safety Communications Officials (APCO), at the expense of the College within the first six (6) months of their initial hire date as a Public Safety Dispatcher. If the Public Safety Dispatcher fails to receive the training certification, the employee shall be separated from employment for failing to meet a condition of continued employment.

ARTICLE 10

INSURANCE

SECTION 1:

The College agrees to continue in effect the group insurance programs for unit employees on the same basis as all other employees of the College.

SECTION 2:

The College agrees to pay the cost of insurance programs normally paid by the College while an employee is on Workers' Compensation leave. The employee will remain responsible for any premium normally paid by the employee, e.g., dependent health insurance, etc.

ARTICLE 11

MILITARY LEAVE

The College agrees to allow military leave for employees in the bargaining unit pursuant to State Law and College Policy 6Hx2-3.39.

ARTICLE 12

JURY DUTY

Jury Duty is authorized for full-time employees without loss of basic salary. Compensation paid by the Court to the employee for such jury duty service shall be retained by the employee.

ARTICLE 13

SAFETY

SECTION 1:

The College and employees in the Bargaining Unit agree to comply with all safety provisions provided for by federal statutes, state statutes and/or state and/or federal regulations which are applicable to the College. Failure to follow written College safety rules and procedures shall result in disciplinary action.

SECTION 2:

Employees of the Bargaining Unit shall be provided with copies of all safety provisions provided for by federal statutes, state statutes and/or state and/or federal regulations which are applicable to the College in addition to all written College safety rules and procedures.

SECTION 3:

Employees of the Bargaining Unit shall not be required to perform "jump starts" for students, guests, or other employees of the College unless they have obtained the necessary training.

ARTICLE 14

HOLIDAYS

SECTION 1:

- a. The following are designated holidays for all employees except Public Safety

Employees:

Independence Day – July 4th

Labor Day – First Monday in September

Veterans' Day - November 11th

Thanksgiving Day – Fourth Thursday in November

Thanksgiving Holiday – the Wednesday immediately before Thanksgiving Day and the Friday following Thanksgiving Day

Winter Break

Martin Luther King Jr's Day – Third Monday in January

Spring Break

Memorial Day – Last Monday in May

- b. The following designated holidays are for Public Safety Employees only:

Independence Day – July 4th

Labor Day – First Monday in September

Veterans' Day - November 11th

Thanksgiving Day – Fourth Thursday in November

Thanksgiving Holiday – Wednesday immediately before Thanksgiving Day and Friday following Thanksgiving Day

Christmas Day – December 25th

New Year's Day – January 1st

Martin Luther King Jr's Day – Third Monday in January

Memorial Day – Last Monday in May

SECTION 2:

Employees who work on a designated holiday shall receive one and one-half (1 ½) times their rate of pay for actual hours worked.

ARTICLE 15

WAGES

SECTION 1:

Recurring increases to base salary wages for July 1, 2022 – 2023 are found in the attached table, and are retroactive to July 1, 2022. For the 2022 - 2023 fiscal year only and upon ratification of this contract, all unit bargaining members employed with Broward College who:

- have a completed Seahawk Annual Achievement Appraisal on file for the period of July 1, 2021 through June 30, 2022 with an overall rating of “3” meets minimum expectations or higher or;
- have been hired on or prior to March 2, 2022 with a completed 2021 - 2022 probationary review on file by June 30, 2022 with an overall rating of “3” meets expectations or higher;
- and have completed all three (3) of the mandatory compliance training modules within the past two calendar years (2021 and 2022):

- (1) Preventing Sexual Misconduct (IX),
- (2) Family Educational Rights and Privacy Act (FERPA),
- (3) Preventing Discrimination and Harassment (Employees or Managers Module), and
- (4) Shots Fired;

shall participate in the College’s approved one-time retention payment, which shall be net of taxes and required withholdings of approximately \$2,000.00, so long as the employee is still employed with Broward College when the payment is applied.

SECTION 2: Additional Wages for Qualifying Activity for Public Safety Officers

Any Public Safety Employee who meets criteria for designation as a “Certified Instructor” or a “Certified Field Training Officer, (FTO)” and who also successfully completes the screening process for Public Safety Instructor or Public Safety Field Training Officer, will be paid \$5.00 per hour in the form of a one-time payment, paid on scheduled pay dates,

in addition to the Instructor's or FTO's regular wages for each hour the special instruction or training is provided by the Instructor or FTO. By example, if a training session lasts 2 hours, the trainer will receive an additional \$10 in wages; or, if a trainer provides training during an entire eight (8) hour shift, then the trainer will receive an additional \$40 in wages. Certified Instructors include: First Aid and Cardio Pulmonary Resuscitation with Automated External Defibrillator (AED), Defensive Tactics, and Oleoresin Capsicum, (OC), and International Police Mountain Bike Association (IPMBA) Instructors.

SECTION 3: REIMBURSEMENT FOR CERTAIN LICENSURE OR CERTIFICATION FEES

Bargaining unit members who are required by Broward College to acquire and maintain licensures or certifications shall be entitled to reimbursement for the costs of obtaining and renewing the required licensures and certifications. Any late fees paid by the bargaining unit members will not be reimbursed.

Requests for reimbursement shall include (1) the receipt from the certifying agency or organization providing the license or renewal and (2) proof of payment. The sufficiency of both documents will be determined by the College. Requests for reimbursement shall be submitted to the requestor's immediate supervisor no more than forty-five (45) days after the date of payment. Late submittals will be rejected for reimbursement.

The College has the right to deny reimbursement for renewals of licensures or certifications offered by and within the College. For example, the College will not reimbursement for renewals of CPR recertification since the College provides the training and instructors for such renewal. Advance approval by the bargaining member's immediate supervisor will be required before taking these licensure or certifications for classes or examinations.

ARTICLE 16

NON-DISCRIMINATION

SECTION 1:

There shall be no discrimination against any employee covered by this Agreement because of race, color, gender, national origin, religion, age, disability, marital status, sexual orientation, genetic information, veteran status, or any other legally protected classification or membership in any labor organization.

SECTION 2:

The College specifically agrees that neither it, nor any of its official representatives will intimidate or coerce any employee or group of employees to refrain from joining or becoming a member of the Union. If the College receives written notice from the Union that any official representatives of the College are intimidating any employee or group of employees to refrain from joining or becoming members of the Union, the College shall investigate such allegation and, if true, shall make every effort to prevent and eliminate all such action.

SECTION 3:

The Union specifically agrees that neither it, nor any of its officers and/or members will intimidate or coerce any employee or group of employees to join or become a member of the Union. It is understood that the College has the unqualified right to discipline or discharge any employee engaging in, participating in or encouraging such action that is in violation of this Section.

SECTION 4:

The parties recognize that the College is an equal opportunity employer and that, by virtue of its relationship with Federal and State authorities, certain obligations are mandatory. Therefore, the parties agree that the obligations of the College as it relates to equal opportunity employment and affirmative action goals and programs shall apply to the terms and conditions of this Agreement. The College

agrees that consideration may be given, in addition to job qualifications, to those employees seeking promotions to a higher classification.

ARTICLE 17

VACATION PLAN

SECTION 1:

Employees shall earn vacation hours according to the following schedule:

Years Completed	40 Hour <u>Week</u>	37.5 Hour <u>Week*</u>
One (1) through five (5) years inclusive (1) day monthly	96	90
Six (6) through ten (10) years inclusive (1¼) day monthly	120	112.50
Eleven (11) and above (1½) day(s) monthly	144	135

SECTION 2:

No more than five hundred (500) hours may be accrued by unit employees. However, where an employee has accrued 500 hours, vacation hours may be accrued more than 500 hours provided the earned hours in excess of 500 hours are used in the calendar year accrued; otherwise such excessive hours shall be transferred to sick leave (TRVA) on December 31. Transfers to sick leave will be done in accordance with College Policy 6Hx2-3.11 and College Procedure A6Hx2-3.11. For unit members employed on a 37.5-hour work week, the maximum accrual is five hundred (500) hours.

SECTION 3:

Upon voluntary resignation, retirement or death, an employee may be paid a maximum of five hundred (500) hours of accrued vacation hours, exclusive of premium or special pay, at the employee's rate of pay when separated.

SECTION 4:

Employees should request vacation no later than fourteen (14) calendar days before actual vacation starts to ensure greatest flexibility in scheduling. Requests shall be sent by email to the college designated scheduling manager(s), with a copy to the employee's direct supervisor, and include the

dates requested off and type of leave (if other than vacation). Once the vacation request is approved by the scheduling manager and direct supervisor via email, the employee shall submit the request in Workday. Requests for vacation may be granted with shorter notice. The College will make every effort to meet the desires of the employee consistent with the requirements of College operations.

SECTION 5:

For computing an employee's vacation credit accrual, layoffs shall not be considered as time worked.

SECTION 6:

Full-time service at any other Florida Retirement System Employer (FRS) will be counted as service at Broward College for purposes of determining the rate of vacation leave accruals.

ARTICLE 18

LAYOFF AND RECALL

1. In the event the College determines that a layoff is to occur in any job classification, employees in that job classification shall be laid off on the basis of their seniority in the bargaining unit with the employee in the affected job classification possessing the greatest seniority being the last one to be laid off provided that the employees who are not laid off, if any, satisfactorily can perform the work which remains available as assigned by the College without further training.
2. The College shall give ten (10) scheduled working days' notice to those employees who are to be laid off; however, if the notice is less than ten (10) scheduled working days, then the College shall pay the laid off employees' wages for as many days as the notice is deficient.
3. When a layoff occurs, the College shall prepare a recall list in order that laid off employees may be recalled to positions for which they are qualified in reverse order of layoff as vacancies in bargaining unit positions occur which the College chooses to fill. It is agreed that the position of a laid off employee will not be filled by a new employee unless the recall list is exhausted.
4. A laid off employee will be eligible for recall for twelve (12) months following the date of his/her layoff. After twelve (12) months, his/her name will be dropped from the recall list.
5. Laid off employees will be notified of bargaining unit vacancies for which they are qualified (which the College chooses to fill) by certified mail sent to the last address given to the College's Department of Human Resources and Equity by each employee.
6. If a laid off employee accepts recall to any position with the College or if a laid off employee refuses to recall to the job classification he/she held at time of layoff,

then his/her name shall be removed from the recall list and his/her eligibility for recall shall terminate.

7. If a laid off employee fails to respond in writing within ten (10) calendar days of the mailing of the notice-of-recall letter, then he/she shall be deemed to have refused the position offered.
8. If a laid off employee refuses recall to a job classification other than the one he/she held at time of layoff, such refusal does not affect his/her eligibility to be recalled to other vacancies for the remainder of time that his/her name remains on the recall list.
9. The College immediately may fill any vacancy on a temporary basis until the vacancy can be filled in accordance with the procedure established by Article 23.
10. A vacancy is deemed to exist when the College is seeking to fill a full-time budgeted position.
11. An employee who accepts a lower paid position shall retain their pay unless it exceeds the maximum of the range for the new class, in which case, he/she shall be paid the top of the pay range.

ARTICLE 19

SENIORITY AND JOB BIDDING APPLICATIONS FOR VACANCIES

1. Bargaining unit seniority is understood to mean an employee's most recent date of continuous employment in a bargaining unit position so long as the employee has been carried for a payroll purposes as a permanent employee. Bargaining unit seniority will continue to accrue during all types of College approved leave except for leave of absence without pay for more than thirty (30) days, which will cause this date to be adjusted for an equivalent period of time. Leave of absence without pay for periods of less than thirty (30) days shall not cause the bargaining unit seniority date to be adjusted.
2. Unit seniority will be used for the purpose of layoff and recall, as provided for in other articles of this Agreement. In regard to filling vacancies on alternative shifts, seniority shall prevail if, in the sole discretion of the College, the applicants are otherwise equally qualified and suited for the position in question.
3. The College agrees to post all job openings for Unit position vacancies in conspicuous places where notice to Unit employees are customarily posted for a period of seven (7) consecutive calendar days.
4. (a) A vacancy is deemed to exist when the College is seeking to fill a full-time budget Unit position.

(b) Unit members covered by this agreement wishing to apply for the vacancy shall do so on-line and attach the required documents.

(c) Unit members will be notified of receipt of application. Additionally, unit members will be notified at the end of a search if they are selected or not.
5. Unit members who are promoted to another position within the bargaining unit will be required to serve a one hundred and twenty (120) calendar day probationary period. At the conclusion of the one hundred and twenty (120) calendar day probationary

period, the supervisor will determine if the employee is to be retained in the higher-level position or returned to his/her original position. If the employee successfully completes the qualifying period and is retained in the higher-level position he/she forfeits all rights to the original position. If employee is returned to former position, he/she will receive the salary formerly paid in that position and the employee will not lose any benefits or seniority.

ARTICLE 20

ACCESS TO PREMISES, SOLICITATION AND DISTRIBUTION

1. The Federation of Public Employees, its officers and representatives, upon modification and approval of the Executive Director of Talent and Culture or in their absence, the District Director of Employee Relations, shall have the right to visit College work locations at all reasonable hours for the purpose of investigating employee complaints or problems, and to collect initiation fees, provided this right shall not interfere with or disrupt normal College operations. Such approval shall not be unreasonably withheld.

2. There will be a shop steward or stewards selected by the Union who will serve as their representatives in processing grievances with the College. It is understood and agreed that the handling of any grievance shall in no way conflict with the duties of the steward as the steward or as an employee. The College agrees that stewards will be recognized at the following locations and for the purposes set forth opposite the stewards' position:

(a) North Campus. Two stewards for all unit employees employed at the North Campus location.

(b) Central Campus. Two stewards for all unit employees employed at the Central Campus location.

(c) South Campus. Two stewards for all unit employees employed at the South Campus location.

In addition, the College will recognize one chief steward for all stewards. The Chief Steward will act in the absence of a regular steward and shall be present when the regular steward requires assistance.

3. The names of the said stewards for each location and chief steward shall be furnished to the College by the Federation ~~in~~ by June 30th of each year of the contract via email to District Director of Employee Relations and the Administration's designated

Chief Negotiator. In the event of a change in the designated stewards or chief steward, the College will be notified via email within twenty (20) days of such change in designated stewards. The steward in a grievant's jurisdiction shall be given time off with pay to investigate a grievance, meet with the grievant, meet with the appropriate management personnel in an attempt towards a satisfactory settlement to the dispute.

4. No employee is permitted to solicit for any reason or to distribute any literature or other written material to another employee for any reason during the working time of either employee. For the purpose of this rule, working times does not include break period, meal times or other periods during the workday when employees are properly not engaged in performing their work tasks. No distribution of literature or other written material is permitted in any working area of the College. Distribution of literature or other written material which amounts to littering is not permitted anywhere on College property. Violation of this rule is grounds for discipline including discharge.

5. The College shall provide the Federation with reasonable space and access to departmental bulletin boards in those departments where members of the Federation are employed. Notices or documents to be posted by the Union must be related to official Union business and signed by an officer in the Union.

6. Official notices and/or documents which are signed by an officer in the Union shall not be removed except by an officer in the Union. The College agrees to provide the Union with bulletin board space in one building per campus in those campus areas where notices to Faculty are normally posted by the College. Notices or documents to be posted by the Union must be related to official Union business and initiated by an officer in the Union. The College retains the right to remove any document or notices posted by the union which are not official union business and or not signed by a union official.

ARTICLE 21

UNIFORMS/EQUIPMENT

SECTION 1:

Employees who receive shirts are responsible for laundering their shirts.

SECTION 2:

Employees classified as Public Safety Officers, regardless of rank, and Public Safety Dispatchers will be supplied with uniforms and expected to wear the uniforms in accordance with Department directive on uniforms and appearance.

The Public Safety Officers and Dispatchers shall be responsible for laundering their uniforms.

SECTION 3:

The College shall provide ANSI Z41-1991 Protective Footwear safety shoes to employees within the following classifications, and any other classification deemed appropriate by the College.

Asst. Bookstore Manager
Asst. Mgr., Omni Productions
Automotive Mechanic
Academic Resources Tech Support Spec
Sr. Academic Resources Tech Support Spec
Support Technician (Aviation & Automotive)
Aviation Support Specialist
Bookstore Associate
Senior Bookstore Associate
Bookstore Specialist
Campus Safety Corporal
Public Safety Dispatchers
Public Safety Officer
Public Safety Sergeant
Communications/Installation Tech
Custodian
Duplicating Projects Specialist
Electrical Systems Coordinator
Equipment Mechanic
HVAC Technician
Irrigation Specialist
Sr. Irrigation Specialist
Lead Irrigation Specialist
Journeyman/HVAC Mechanic

Landscape Specialist
Sr. Landscape Specialist
Lead Landscape Specialist
Lead Automotive Mechanic
Logistics Coordinator
Mail Operations Specialist
Sr. Mail Operations Specialist
Lead Mail Operations Specialist
Materials Movement Assistant
Sr. Materials Movement Assistant
Lead Materials Movement Assistant
Press Operator
Senior Press Operator
Lead Press Operator
Production Coordinator
Project Worker
Sr. Project Worker
Lead Project Worker
Property Management Coordinator
Senior Bookstore Associate
Small Equipment Operator
Sr. Small Equipment Operator
Lead Small Equipment Operator
Stage Technician
Storekeeper
Sr. Storekeeper
Lead Storekeeper
Tradesworker II
Sr. Tradesworker
Lead Tradesworker
Warehouse Supervisor

Employees required to wear ANSI Z41-1991 Protective Footwear as provided by the College must wear these shoes at all times or they will not be permitted to work and will forfeit pay for the day. Disciplinary action up to and including termination may also be taken.

When selecting protective footwear provided by the College, Public Safety Employees must select footwear meeting the requirements of the Department directive on uniforms and appearance.

SECTION 4:

Unit employees may be supplied with their own set of tools and/or College equipment and uniforms. Such tools, equipment and uniforms shall not be used

for additional income. At the time the materials are issued, a detailed inventory list will be printed and signed by employee and the appropriate College representative. The College will replace any equipment and uniform item that has worn out or broken. The employee will replace any equipment that is lost and turn in equipment and uniforms if terminated.

ARTICLE 22

TEMPORARY EMPLOYEES

SECTION 1:

The parties agree the College may employ temporary personnel to replace Unit personnel who are unable to perform their duties. Such temporary employment shall not exceed 180 calendar days unless the parties mutually agree otherwise.

ARTICLE 23

SUBCONTRACTING

Should the College exercise its management right to subcontract any work performed by employees covered under this agreement, the College shall provide the equivalent of two (2) weeks pay for each year of full-time employment, or major portion of a year, to those employees laid off as a result of subcontracting, with a maximum of twelve (12) weeks payout.

ARTICLE 24

NEGOTIATING TEAM

The Negotiating Team shall consist of no more than seven (7) bargaining unit employees that are Union Stewards. When applicable, Union Stewards shall be allowed to attend all negotiating sessions with pay, and one Steward shall be given time off with pay to assist in ratification of the contract. If the Chief Shop Steward is not one of the six selected Union stewards and is not employed by Broward College, they shall not be represented by the college or given time off with pay to serve as Chief Shop Steward.

ARTICLE 25

PARENTAL LEAVE

The College agrees to allow parental leave for employees in the bargaining unit pursuant to College Policy 6Hx2-3.11 and Procedure 6AHx2-3.11.

ARTICLE 26

TERM OF AGREEMENT

This Agreement shall be in full force and effect from and after the date of ratification by the unit members and the Board of Trustees. The Agreement shall remain in full force and effect through June 30, 2024.

Should either party desire to terminate, change or modify this agreement, it shall notify the other party in writing no earlier than March 1, of each year of this contract to bargain a successor agreement. Upon written request to commence negotiations, the receiving party shall contact the requesting party within fifteen (15) working days of the request to mutually agree upon dates and places for successor contract negotiations.

On or after March 1 of each year of the ratified three (3) year contract (2022, 2023, 2024) but no later than May 1 of each year, the College and the Union agree to reopen the following Articles for negotiation.

Article 5 – Hours of Work and Overtime

Article 9 - Sick Leave

Article 11 – Insurance

Article 16 – Wages

Three (3) additional articles may be reopened by each party. Should the College and the Union not reach a settlement for a successor agreement by June 30, 2023 then nothing in this agreement shall be construed to require the payment of wage increases of any kind.

Negotiations for a successor agreement may be requested no earlier than March 1, 2023, and the same procedure for requesting negotiations shall apply.

DATED this ____th day of _____ 2023.

FEDERATION OF PUBLIC EMPLOYEES

THE DISTRICT BOARD OF TRUSTEES
OF BROWARD COLLEGE, FLORIDA

Print:
President/Chair

Chair, Board of Trustees

Jim Silvernale,
Business Representative

Gregory A. Haile
College President

Ratified by the Union on

Ratified by Broward College Board of
Trustees
