CONTRACT 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

BROWARD COLLEGE

For the period beginning July 1, 2009 and ending June 30, 2010

C O N T R A C T

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

For the Period Beginning July 1st, 2009

And Ending June 30th, 2010

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CONTRACT AMENDMENT

BETWEEN

THE BOARD OF TRUSTEES OF BROWARD COMMUNITY COLLEGE

AND

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

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, March 31, 1995.

DATED this 26th day of January 2010

FEDERATION OF PUBLIC EMPLOYEES

Daniel D. Reynolds,
President

Jim Silvernale,
Business Representative

BROWARD COLLEGE

Sean Guerin
Chair, Board of Trustees

J. David Armstrong
College President

PREMABLE

This Agreement entered into by and between the Trustees Broward College, hereinafter called the Employer and/or College, and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, affiliated with District 1 MEBA (AFL-CIO), hereinafter called the Federation and/or Union.

WITNESS

WHEREAS, the College and the Federation have negotiated in good faith, with the Federation acting as the exclusive agent for certain non-instructional personnel included in the certified unit with respect to wages, hours, and terms and conditions of employment, and

WHEREAS, the parties following extended and deliberate negotiations, have had an opportunity to freely discuss any and all issues, having reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

CONTRACT AMENDMENT

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

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 Manager, Bookstore
Assistant Manager, Omni Productions
Automotive Mechanic
Specialist, Academic Resource Technology Support
Coordinator, Reading Lab
Sr. Academic Resources Tech Support Specialist
Support Technician (Aviation & Automotive)
Specialist, Aviation Support
Bookstore Associate
Specialist, Accounting
Campus Safety Corporal
Campus Safety Officer
Campus Safety Sergeant
Communications/Installation Technician
Custodian
Duplicating Projects Specialist
Electrical Systems Coordinator
Equipment Mechanic
HVAC Technician
Specialist, Irrigation
Senior Specialist, Irrigation
Lead Specialist, Irrigation
Journeyman, HVAC Technician
Specialist, Landscape
Senior Specialist, Landscape
Lead Landscape Specialist

Lead, Automotive Mechanic
Logistics Coordinator
Specialist, Mailroom
Senior Specialist, Mailroom
Lead Mail Operations Specialist
Assistant, Materials Movement
Sr. Materials Movement Assistant
Lead Materials Movement Assistant
Press Operator
Senior Press Operator
Lead Press Operator
Production Coordinator
Project Worker
Senior, Project Worker
Lead Project Worker
Coordinator, Property Management
Security Dispatcher
Senior Bookstore Associate
Senior Security Dispatcher
Small Equipment Operator
Sr. Small Equipment Operator
Lead Small Equipment Operator
Stage Technician
Storekeeper
Senior, Storekeeper
Lead, Storekeeper
Tradesworker
Senior, Tradesworker
Electrician
Plumber
Lead Tradesworker
Journeyman, Tradesworker
Lead Electrician
Lead Maintenance Worker
Lead Painter
Lead Plumber
Supervisor, Warehouse

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

Temporary, Casual, OPS, and CETA employees and all other employees of Broward College not specifically included above.

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 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;

   (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 and use of 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. 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 Division of Human Resources and Equity, 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

1. The work week for College employees shall not exceed 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., exclusive of scheduled unpaid lunch breaks. Permanent shift assignments shall not be changed except after one week's notice to the affected employee.
2. All hours authorized and worked in excess of 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 in excess of 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 days, paid sick leave, authorized holidays, authorized non-duty days, and other authorized leaves with pay 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 the contract year 08-09 based on annual work hours of 1904. Annual work hours and pay rate 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 breaks, one in each four (4) hours of an eight (8) hour shift, which shall be scheduled by the appropriate supervisor.
4. The starting and ending time for a work location shall be established by the appropriate supervisor in order to meet the varying needs of that work location.
5. In the Safety Department opportunities for overtime for vacation replacements and

for overtime for holidays will be posted five (5) days in advance. Whenever possible current Safety Officers will be given the overtime hours. Requests made for such overtime hours must be made at least three (3) days in advance of the shift. All requests originate with the employee. Overtime will be assigned on a rotational basis. All bargaining unit members must submit their name for inclusion on a departmental request for overtime listing. Departments shall make the listing readily available which acknowledges the need for overtime at least five days in advance provided time permits. If a unit member accepts or declines the offer to work overtime their name shall be placed at the bottom of the rotation. The only exception to this rule is when a specified skill is required.

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. Unit employees assigned to work the third shift shall receive an additional one (1) dollar per hour for each shift hour worked for that shift. The above shift differentials shall not be considered part of the employee's basic hourly rate of pay, except in computing overtime, and payment of said differential rate shall cease when reassigned to a different shift, which new shift rate will apply. However, when computing overtime payment as in Section 2 of this Article, the shift differential shall be included in the computation.

8. Nothing in this contract will prelude Broward College from adopting a four (4) day workweek.

9. Excessive absenteeism and/or tardiness may be cause for disciplinary action. 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. An employee that is late may elect to use personal time instead of being docked personal without pay (PWOP).

10. Employees may choose to earn Compensatory Time in lieu of overtime payments at the rate of time and one-half for their base wage including shift bonus and any other supplemental pay. All non-exempt employees shall be granted compensatory time within three months of the date(s) the overtime is worked at one and one-half times the hours over 40. Use of compensatory time must be pre-approved by the appropriate supervisor. If the three (3) months have passed, and the supervisor/Administrator has not authorized compensatory time off, overtime pay will be awarded. Only emergency overtime may be approved by telephone; oral approval must be followed with appropriate paperwork.
11. Any employee who fails to report to work for three (3) consecutive days without notice to the College shall be considered to have voluntarily resigned.
12. No full time employee shall be scheduled to be physically present at work for less than four 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.
13. 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.
14. 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.

15. Employees whose position responsibilities entail duties that are required to maintain the essential operations of the college before, during and after a college-declared closing/emergency 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 closing/emergency of their essential status. In the event that the college is closed for a scheduled closing such as a federal holiday observed by the college, winter break, spring break, etc., essential personnel may be required to work. The determination of which essential personnel may be required to report for work can vary depending on the type of situation which precipitated 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 identified essential personnel will be required to report. 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 a closing, designated essential personnel may be required to perform duties assigned by their supervisor that may vary form 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 who is ordered to return home during the emergency or prior to the completion of the employees 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 closing/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 a closing/emergency.

Employees on pre-approved leave (i.e. vacation, sick, etc.) will be charged their leave time. If a closing/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 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.

ARTICLE 6

UNION DEDUCTION

1. Employees covered by the Agreement may authorize deductions for the purpose of paying Federation membership dues in the Union from their wages.
2. The Federation will initially notify the College as to the amount of dues. Such notification will be certified to the College, in writing, over the signature of an authorized officer of the Federation. Changes in the membership dues will be similarly certified to the College and shall be done at least thirty (30) days in advance of the effective date of such change.

3. Dues shall be deducted each pay period and the funds deducted shall be remitted along with a schedule indicating the members' first, middle and last name, amount of deduction and the date of deduction. All of the above shall be sent to the address as directed by notification certified to the College by the Federation, in writing, over the signature of an authorized officer of the Federation of Public Employees. However, the College shall have no responsibility or any liability for any monies once sent to the Union, nor shall the College have any responsibility or any liability for the improper deduction of dues. Further, the Union shall hold the College harmless for non-intentional errors in the administration of the dues deduction system, although the college shall exercise reasonable care in said transaction.
4. The College will provide, on a quarterly basis, a roster of all employees of this Bargaining Unit in the same format as described above to include first name, middle initial, last name, job classification, home address, home telephone number and campus work location.
5. For the purpose of putting this Article into effect, employee members covered by this Agreement will execute a mutually acceptable individual authorization form provided by the Federation.
6. Any employee who wishes to cancel membership in the Federation will be required to submit a notice, in writing, to the Federation, with a copy to the College, thirty (30) days in advance, authorizing cancellation of their membership/dues deduction.
7. The Federation agrees to save, indemnify and hold harmless the College against any and all claims, suits, orders, or judgments, or whatever kind or nature, brought or issued against the College as a result of any action taken by the College under the provisions of this Article.

8. The College agrees that all employees out on personal leave, worker's compensation, disability, or any FMLA Leave, upon return to duty shall automatically be put back on dues deduction providing they are a member.

ARTICLE 7

GRIEVANCE PROCEDURE

A *"Grievance"* is defined as an employee's perception of unfair application of College policies and procedures or discriminatory treatment 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 a violation, misinterpretation or misapplication of any provisions of this Agreement, or any rule, order or regulation of the College deemed to be in 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, his 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 not inconsistent 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.

(B) A conference by the College and a unit employee which appears will result in disciplinary action or a reprimand, will be continued at the employee's request in order to permit the employee to call or have his/her steward call a Union business representative to attend the conference. 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 he prefers, 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) If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the following formal grievance procedure may, at the option of the grievant, be invoked through the Union within seven (7) working days of the informal discussion.

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:

If the grievant or the Federation is not satisfied with the disposition of the 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 Thirty (30) working days of the date of disposition at Step 3, or the expiration of the time limit, whichever occurs first. If the parties cannot agree as to the arbitrator within seven (7) working days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the Federal Mediation and Conciliation Service in accordance with its rules, which rules shall likewise govern the arbitration proceedings. The parties agree that the award of the arbitrator shall be final and binding.

(D) The College and the Union shall share equally the expenses of the arbitrator. 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.

(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 8

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 9

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 has to be absent from work shall be granted sick leave by the appropriate supervisor. It is the responsibility of the employee to notify his/her supervisor as soon as possible before the beginning of their 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. 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 five (5) consecutive days for the purpose of attending the funeral of said relatives as defined in Article 8.
4. Full-time employees may be granted no more than four (4) days for personal reasons each fiscal year July 1 – June 30 and is non-cumulative. Such leave shall be charged against accumulated sick leave. It is the responsibility of the employee to notify his/her supervisor as soon as possible, before the beginning of their assigned shift.

5. Any full-time employee who finds it necessary to be absent from his duties because of illness or due to the provisions of Section 3, may, after three (3) consecutive days absence 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.

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 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 for any part of this 12-week period 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, in order to retain such coverage.

7. In the event of death or retirement under a retirement system administered by the State of Florida, the Board will provide terminal leave pay.

   A. If terminated by death, such terminal pay may not exceed an amount determined as follows:

      (1) During the first three (3) years of service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.

      (2) During the next three (3) years of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.

      (3) During the next three (3) years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.

      (4) During the 10th year of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.

      (5) During the next twenty years of service, the daily rate of pay shall be multiplied by 50 percent plus 2.5 percent per year for each year of service beyond 10 years times the total number of accumulated sick leave days.

      The total percentage may not exceed 100 percent. 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 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 his/her daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.

      (2) During the next twenty years of service, the daily rate of pay of the employee shall be multiplied by 50 percent plus an additional 2.5 percent per year for each year of service beyond ten years times the number of days of accumulated sick leave. The total percentage may not exceed 100 percent.

(3) 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 there of 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. 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 two hundred dollars ($200). 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, workers' compensation leave, disability, or FMLA leave and worked the complete shift. The employee must notify his/her supervisor, in writing that he/she has completed the six (6) consecutive months and is eligible for the 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 10

PROBATIONARY EMPLOYEES

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.

ARTICLE 11

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 12

MILITARY LEAVE

The College agrees to allow military leave for employees in the bargaining unit pursuant to State Law and College Policy 6Hx2-3.38.

ARTICLE 13

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 14

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 15

HOLIDAYS

SECTION 1:

The following holidays are designated by the College:

Independence Day Holiday

Labor Day Holiday

Fall Holiday

Veterans' Day Holiday

Thanksgiving Day Holiday

Winter Holiday

Martin Luther King Jr's Birthday Holiday

Spring Break

Memorial Day Holiday

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.

SECTION 3:

Designated holidays occurring within an employee's vacation period shall entitle the employee to an additional day of vacation or payment for said holiday, at the option of the College.

ARTICLE 16

1. Effective July 1st, 2009 unit employees employed on June 30th, 2009 and remaining employed through contract ratification and Board approval will receive a base building salary increase of $1,000 or 2%, whichever is greater. For the'09-'10 Fiscal Year, all new full time regular hires who work 40 hours per week will be hired at a minimum of $10.63 per hour or $20,240 per year.

Current Job Title	New Job Title	Job Family	Band	Min	Mid	Max
Asst Mgr, Bookstore	Assistant Manager, Bookstore	Individual Contributor	C	$29,600.00	$41,500.00	$53,300.00
Asst Mgr, Omni Productions	Assistant Manager, Omni Productions	Individual Contributor	C	$29,600.00	$41,500.00	$53,300.00
Bookstore Associate	Bookstore Associate	Individual Contributor	A	$20,300.00	$24,500.00	$32,400.00
Coord, Property Management	Coordinator, Property Management	Individual Contributor	C	$29,600.00	$41,500.00	$53,300.00
Sr Acad Res Tech Sup Spec	Coordinator, Reading Lab	Individual Contributor	C	$29,600.00	$41,500.00	$53,300.00
Sr Acad Res Tech Sup Spec	Sr. Specialist, Academic Resource Tech Support	Individual Contributor	C	$27,800.00	$38,900.00	$50,000.00
Academic Res Tech Sup Spec	Specialist, Academic Resource Tech Support	Individual Contributor	B	$22,100.00	$29,900.00	$37,600.00
Bookstore Specialist	Specialist, Accounting	Individual Contributor	B	$23,600.00	$31,900.00	$40,100.00
Aviation Support Spec	Specialist, Aviation Support	Individual Contributor	C	$29,600.00	$41,500.00	$53,300.00
Materials Movement Assistant	Assistant, Materials Movement	Maintenance & Trades	B	$25,200.00	$32,800.00	$40,300.00
Custodian	Custodian	Maintenance & Trades	A	$21,000.00	$25,200.00	$32,400.00
Tradesworker II	Electrician	Maintenance & Trades	B	$25,200.00	$32,800.00	$40,300.00
Hvac Technician	HVAC Technician	Maintenance & Trades	C	$32,800.00	$42,600.00	$52,500.00
Journeyman/Hvac Technician	Journeyman, HVAC Technician	Maintenance & Trades	D	$42,600.00	$55,400.00	$68,200.00
Lead Tradesworker	Journeyman, Tradesworker	Maintenance & Trades	D	$42,600.00	$55,400.00	$68,200.00
Lead Tradesworker	Lead Electrician	Maintenance & Trades	D	$42,600.00	$55,400.00	$68,200.00
Lead Tradesworker	Lead Maintenance Worker	Maintenance & Trades	C	$32,800.00	$42,600.00	$52,500.00
Lead Tradesworker	Lead Painter	Maintenance & Trades	C	$32,800.00	$42,600.00	$52,500.00
Lead Tradesworker	Lead Plumber	Maintenance & Trades	D	$42,600.00	$55,400.00	$68,200.00
Lead Irrigation Spec	Lead Specialist, Irrigation	Maintenance & Trades	C	$32,800.00	$42,600.00	$52,500.00

Lead Tradesworker	Lead Tradesworker	Maintenance & Trades	C	$32,800.00	$42,600.00	$52,500.00
Lead Automotive Mechanic	Lead, Automotive Mechanic	Maintenance & Trades	C	$32,800.00	$42,600.00	$52,500.00
Lead Storekeeper	Lead, Storekeeper	Maintenance & Trades	B	$25,200.00	$32,800.00	$40,300.00
Tradesworker II	Plumber	Maintenance & Trades	B	$25,200.00	$32,800.00	$40,300.00
Press Operator	Press Operator	Maintenance & Trades	B	$25,200.00	$32,800.00	$40,300.00
Project Worker	Project Worker	Maintenance & Trades	A	$21,000.00	$25,200.00	$32,400.00
Sr Irrigation Spec	Senior Specialist, Irrigation	Maintenance & Trades	C	$32,800.00	$42,600.00	$52,500.00
Sr Landscape Spec	Senior Specialist, Landscape	Maintenance & Trades	C	$32,800.00	$42,600.00	$52,500.00
Sr Mail Operations Spec	Senior Specialist, Mailroom	Maintenance & Trades	B	$25,200.00	$32,800.00	$40,300.00
Sr Press Operator	Senior, Press Operator	Maintenance & Trades	B	$25,200.00	$32,800.00	$40,300.00
Sr Project Worker	Senior, Project Worker	Maintenance & Trades	A	$21,000.00	$25,200.00	$32,400.00
Sr Storekeeper	Senior, Storekeeper	Maintenance & Trades	A	$21,000.00	$25,200.00	$32,400.00
Sr Tradesworker	Senior, Tradesworker	Maintenance & Trades	C	$32,800.00	$42,600.00	$52,500.00
Small Equipment Operator	Small Equipment Operator	Maintenance & Trades	B	$25,200.00	$32,800.00	$40,300.00
Irrigation Spec	Specialist, Irrigation	Maintenance & Trades	A	$21,000.00	$25,200.00	$32,400.00
Landscape Specialist	Specialist, Landscape	Maintenance & Trades	A	$21,000.00	$25,200.00	$32,400.00
Mail Operations Spec	Specialist, Mailroom	Maintenance & Trades	A	$21,000.00	$25,200.00	$32,400.00
Stage Technician	Stage Technician	Maintenance & Trades	B	$25,200.00	$32,800.00	$40,300.00
Storekeeper	Storekeeper	Maintenance & Trades	A	$21,000.00	$25,200.00	$32,400.00
Supv, Warehouse	Supervisor, Warehouse	Maintenance & Trades	D	$42,600.00	$55,400.00	$68,200.00
Support Tech (Aviation & Auto)	Support Technician (Aviation & Auto)	Maintenance & Trades	B	$25,200.00	$32,800.00	$40,300.00
Tradesworker II	Tradesworker II	Maintenance & Trades	B	$25,200.00	$32,800.00	$40,300.00
Campus Safety Corporal	Campus Safety Corporal	Safety & Security	B	$26,000.00	$33,800.00	$41,600.00
Campus Safety Officer	Campus Safety Officer	Safety & Security	A	$20,300.00	$27,000.00	$35,100.00
Campus Safety	Campus Safety	Safety &	C	$32,500.00	$42,300.00	$52,000.00

Sergeant	Sergeant	Security				
Security Dispatcher	Security Dispatcher	Safety & Security	A	$20,300.00	$27,000.00	$35,100.00
Sr Security Dispatcher	Senior, Security Dispatcher	Safety & Security	A	$20,300.00	$27,000.00	$35,100.00

ARTICLE 17

NON-DISCRIMINATION

SECTION 1:

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

SECTION 2:

The College specifically agrees that neither it, not 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. In the event that the College received 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 18

VACATION PLAN

SECTION 1:

Employees shall earn vacation hours according to the following schedule:

Years Completed	40 Hour Week	37.5 Hour Week-*
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 in excess of 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 or retirement, 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 seven (7) calendar days before actual vacation starts to ensure greatest flexibility in scheduling. Requests for vacation may be granted with shorter notice but all requests shall be scheduled and approved by an appropriate administrator of the College and every effort to meet the desires of the employee consistent with the requirement of College operations will be considered.

SECTION 5:

For the purpose of 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 19

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 Division 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 aforementioned 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 20

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 regards 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 21

ACCESS TO PREMISES, SOLICITATION AND DISTRIBUTION

1. The Federation of Public Employees, its officers and representatives, upon modification and approval of the Vice President for and Human Resources and Equity or in his absence, the Associate Vice President 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 name of the steward and/or stewards so selected shall be forwarded in writing to the College Division of Human Resources and Equity and the College will be advised in writing of any change thereafter, during the term of Agreement. 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:

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

B. Central Campus:

b. Two stewards for all unit employees.

C. South Campus:

c. Two stewards for all unit employees.

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 and chief steward shall be furnished to the College by the Federation. In the event of a change in the designated stewards or chief steward, the College will be notified forthwith. 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.

ARTICLE 22

UNIFORMS/EQUIPMENT

SECTION 1:

Employees in the classifications listed in Section 2 will receive shirts. Employees are responsible for laundering of shirts.

SECTION 2:

Section 1 applies to employees in the unit except for Campus Safety employees.

SECTION 3:

Employees classified as Campus Safety Officers, regardless of rank will be supplied with uniforms, including optional steel-toed safety shoes.

SECTION 4:

The College shall provide OSHA certified steel-toed safety shoes to employees within the following classifications, and any other classification deemed appropriate by the Director of Health & Safety.

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
Campus Safety Officer
Campus 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
Security Dispatcher
Senior Bookstore Associate
Senior Security Dispatcher
Small Equipment Operator
Sr. Small Equipment Operator
Lead Small Equipment Operator
Stage Technician
Storekeeper
Sr. Storekeeper
Lead Storekeeper
Tradesworker
Sr. Tradesworker
Lead Tradesworker
Warehouse Supervisor

Employees required to wear OSHA certified safety shoes 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. Further disciplinary action may also be taken.

SECTION 5:

Unit employees may be supplied with their own set of tools and/or College equipment. Such tools and equipment 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 inventory list will be reviewed by the employee and the appropriate designated College representative at six-month intervals. The College will replace any equipment that has worn out or broken. The employee will replace any equipment that is lost.

ARTICLE 23

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 24

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 25

NEGOTIATING TEAM

The Negotiating Team shall consist of no more than seven (7) bargaining unit employees that are Union stewards. These stewards shall be allowed to attend all negotiating sessions with pay, and one shall be given time off with pay to ratify the contract each year. This Chief Shop Steward if he/she is not one of the six Union Stewards and is not employed by Broward College shall not be represented by the college or given time off with pay to serve as Chief Shop Steward.

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, 2011 with the exception that on the matter of wages, holidays, any legislative mandated issue(s) and other two issues chosen by each party, the contract shall be reopened for negotiation. Such negotiations may be requested no earlier than May 1, of each year of this contract. Upon written request to commence negotiations, the receiving party shall contact the requesting party within fifteen (15) working days of the request in order that mutually agreeable dates and places for negotiations may be agreed upon.

Negotiations for a successor agreement may be requested no earlier than May 1, 2011, and the same procedure for requesting negotiations shall apply.

DATED this __ day of _____, 2010

FEDERATION OF PUBLIC EMPLOYEES

Daniel D. Reynolds,
President

Jim Silvernale,
Business Representative

BROWARD COLLEGE

Sean Guerin
Chair, Board of Trustees

J. David Armstrong
College President