

Collective Bargaining Agreement

Between

NEW COLLEGE OF FLORIDA

And

Florida Public Employees Council 79, America Federation of State, County and Municipal Employees,
AFL-CIO (AFSCME) Local 591

FY 18/19 thru FY 20/21

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PREAMBLE

This Agreement is entered into between the New College of Florida Board of Trustees, hereinafter referred to as the "College" and the Florida Public Employees Council 79, American Federation of State, County and Municipal Employees, AFL-CIO, hereafter referred to as "AFSCME". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto; to provide a full agreement between the parties concerning rates of pay, wages, hours of employment, and any other terms or conditions of employment; and to provide a peaceful means of resolving any differences or disputes which may arise. There shall be no individual arrangement or agreement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement.

ARTICLE 1 RECOGNITION

The College recognizes AFSCME as the exclusive bargaining representative for all employees in the job classifications included in PERC certification No. 1533, issued January 10, 2005, which are listed in Appendix A of this Agreement. All other employees specifically excluded by the aforementioned certification shall not be included in the bargaining unit and shall not be covered by the terms of this Agreement.

ARTICLE 2 DEFINITIONS

The terms used in this Agreement are defined as follows:

- 2.1 **AFSCME Staff Representative** - means an individual employed by AFSCME Council 79 and/or AFSCME Local 591 and designated by AFSCME Council 79 or AFSCME Local 591 to represent employees pursuant to this Agreement.
- 2.2 **President** - means the President of New College of Florida or his/her designee.
- 2.3 **Days** - means business days, excluding any day observed as a College holiday.
- 2.4 **Employee** - means a member of a bargaining unit described in Article 1.
- 2.5 **Steward/AFSCME Employee Representative** - means a bargaining unit employee or an AFSCME Staff Representative who has been designated by AFSCME to investigate grievances and to represent grievant in grievances, which have been properly filed under Article 23 of this Agreement, when AFSCME has been selected as the employee's representative.
- 2.6 **Management Representative** - means an individual designated to hear grievances on behalf of New College of Florida.

- 2.7 **Regular Status** - is earned by an employee in a class, after successfully completing the specified Introductory Period of Employment for that class, which provides the employee with rights to remain in the class or to appeal adverse action taken against the employee, while serving in the class. Once attained in any USPS class, regular status is retained throughout continuous employment in the USPS.
- 2.8 **Position** - means a position in a classification included in the bargaining unit described in Article 1.
- 2.9 **President of Council 79 or President of AFSCME Local 591** - includes his/her representatives.
- 2.10 **College** - means New College of Florida (NCF) or NCF Board of Trustees.
- 2.11 **USPS** - means the University Support Personnel System of New College of Florida.
- 2.12 **Departmental Promotion** - where a vacancy exists or becomes available in a department or division, managers shall be able to identify and promote staff, within their department or division, who has demonstrated the skills, ability, and performance level to be successful in a higher-level position.
- 2.13 **Meets Performance Standards** - means an employee has been evaluated as having an overall rating of at least "Effective" indicating that the employee's work performance achieves the standards established by the College for the position.
- 2.14 **Introductory Period of Employment** - New employees of New College will be subject to close supervision for a period of six (6) months for USPS employees. This time allows New College initially to evaluate the employee's abilities and will allow the employee a period to decide whether the respective position is of the nature to which he/she is best suited. During this Introductory Period of Employment, these employees are not considered a part of the bargaining unit.

ARTICLE 3 MANAGEMENT RIGHTS

AFSCME agrees that the College has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the College, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is the right of the College to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

ARTICLE 4 NO STRIKE

4.1 No Strike.

- A. During the term of this Agreement, neither AFSCME nor its officers or agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, or strike; interfere with the work and statutory functions or obligations of the College; or engage in any other activities defined in Section 447.203(6), Florida Statutes and prohibited in Section 447.505, Florida Statutes.
- B. AFSCME agrees to notify all of its local offices and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. AFSCME further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption, which may be caused or initiated by others.

4.2 Remedies.

- A. The College may discharge or discipline any employee who violates the provisions of this Article and AFSCME shall not use the Grievance Procedure on such employee's behalf; however, if the issue is whether the employee engaged in activities prohibited by this Article, AFSCME may elect to represent the employee in such grievance through the Grievance Procedure.
- B. Nothing contained herein shall preclude the College from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 5 AFSCME ACTIVITIES

5.1 Policy

The President of AFSCME Council 79 or designee and the President of AFSCME Local 591 shall be responsible for all decisions relating to employee representation activities covered by this Agreement and will handle those AFSCME activities, which require action by or coordination with the President of the union. The Director of Human Resources or designee will initiate contact with the President of Council 79 or the President of AFSCME Local 591 concerning matters, which require action by, or coordination with, AFSCME. 4

5.2 Designation and Selection of Representatives.

- A. The President of AFSCME Council 79 or the President of AFSCME Local 591 shall annually furnish to the Director of Human Resources or designee, no later than July 1, a list of Stewards/AFSCME Employee Representatives, and AFSCME Staff representatives. This list shall include the name, department, and class title & campus phone #, of each Steward/AFSCME Employee Representative and the address and phone number of the AFSCME Staff Representatives. AFSCME shall notify the Director of Human Resources or designee, in writing, of any changes to the Steward/AFSCME Employee Representative, the Local AFSCME President and AFSCME Staff Representatives list within fourteen (14) days of implementation of such changes. The College will not recognize any person as a Steward/AFSCME Employee Representative, Local AFSCME President or AFSCME Staff Representative whose name does not appear on the list.

- B. The President of AFSCME Council 79 or the President of AFSCME Local 591 shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with no more than four (4) employees (not from the same sub-department, i.e. Grounds, Maintenance, Custodial, etc.) being designated to interact with management on behalf of the union for any one (1) issue, provided, however, that no more than one steward shall normally be permitted to handle a particular grievance. In the event that more than one steward is needed to handle a particular grievance, AFSCME may request that additional stewards be permitted, and their request shall not be unreasonably denied.
- C. Notice required for any grievance proceeding may be satisfied by submitting the required forms to Human Resources.
- D. As permitted by Florida, the employer shall provide, upon written request of the Union for each employee in the bargaining unit represented by the Union, in electronic format:
 - 1. Name
 - 2. Home address
 - 3. Home phone number
 - 4. Department
 - 5. Position Classification, Job Code and Title
 - 6. Starting date
 - 7. Hourly wageThe Union may present a written request for employee information quarterly every calendar year.

5.3 Representative Access.

- A. Use of Facilities and Services. AFSCME shall have the right to use College facilities for meetings on the same basis, as they are available to other College related organizations.
- B. Stewards/AFSCME Employee Representatives, Local AFSCME Presidents, and AFSCME Staff Representatives may request access to premises not available to the public under College policies for investigating an employee's grievance. Such requests shall indicate the premises to be visited, the employees with whom the representative wishes to speak, the grievance being investigated and the approximate length of time the representative will require such access. The Director of Human Resources or designee shall have the sole and exclusive discretion to grant (or not grant) such access. Under no circumstances will such access request be considered where the access could impede College operations or interfere with the work of the employees.
- C. The College may establish an account into which AFSCME may deposit funds that would be used to reimburse the College for services provided.
- D. AFSCME President will receive a list of new employees. At the employee orientation, packets of information supplied by AFSCME shall be made available to new employees

5.4 The College will make available on its website at myncf.ncf.edu a copy of the ratified Agreement. Any printed copies for the bargaining unit will be provided by AFSCME.

5.5 Bulletin Boards and Communications.

- A. The College agrees to provide wall space for AFSCME-purchased bulletin boards at four (4) locations mutually agreed upon between the College and AFSCME.

- B. The materials posted on the boards shall be restricted only to official AFSCME matters. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any person or organization or fraction thereof, except that election material relating to AFSCME elections may be posted on such boards. Materials to be posted shall simultaneously be provided to the President or designee. Any posted material not meeting the above standards may be removed by the College. Posting must be dated, approved, and signed by the local AFSCME President.
- C. The College shall provide, upon request, each bargaining unit member a College email address and access to a computer or a computer lab where the employee can access his/her email. Such computer shall not be located in the supervisor's office.

5.6 Rules and Agendas.

- A. The College shall make available on its website at mynclf.ncf.edu a copy of the following documents:
 - 1. Agendas and minutes of the meetings of the Board of Trustees and its committees; and
 - 2. College regulations promulgated under regulation development procedures adopted by the Florida Board of Governors.
- B. The College shall make available on its website at mynclf.ncf.edu a copy of its Employee Handbook.
- C. At least 21 days prior to the adoption or amendment of any College personnel regulation which will change the terms and conditions of employment for employees, the College will provide notice to the AFSCME Local President of its intended action, including a copy of the proposed regulation, and the name of a person at the College to whom AFSCME may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation under College regulations.) AFSCME may provide written comments, concerns, or suggested revisions to the College.

5.7 Consultation.

- A. Consultation with President or designee. The President or designee shall meet with local AFSCME representatives to discuss matters pertinent to the implementation or administration of this Agreement, College actions affecting terms and conditions of employment unique to the College, or any other mutually agreeable matters. The meetings shall be held on a mutually convenient date. The party requesting consultation shall submit a written list of agenda items no less than seven (7) days in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement, however, such meetings shall not constitute or be used for the purpose of collective bargaining. When AFSCME is the party requesting a consultation, AFSCME shall notify the Director of Human Resources of the proposed consultation, who will notify the President or designee.

- B. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.
 - C. Written recommendations developed through College consultation meetings shall be submitted to the President or designee and the President of AFSCME Local 591.
- 5.8 Negotiations.
- A. Parties and Location.
 - 1. AFSCME agrees that all collective bargaining is to be conducted with College representatives designated for that purpose by the President. There shall be no negotiations by AFSCME at any other level.
 - 2. Negotiations shall be held on the New College campus in Sarasota, Florida.
 - B. AFSCME Committee. AFSCME Local 591 shall designate in writing not more than five (5) employees to serve as its Negotiating Committee and not more than one (1) employee to serve as an alternate for Committee members who are unable to attend a negotiating session.
 - C. Negotiation Leave.
 - 1. For each round of negotiations, each Committee member shall be granted time off with pay to attend negotiating sessions with the College.
 - 2. No Committee member or alternate shall be credited with more than eight (8) hours for any day of negotiations, nor shall the time in attendance at such negotiating sessions be counted as hours worked for the purpose of computing compensatory time or overtime.
 - 3. The College shall not reimburse the Committee member or alternate for any expenses incurred while on paid negotiation leave.
 - 4. The alternate who is not substituting for absent Committee members shall have the right to request unpaid leave or accrued annual or compensatory leave for the purpose of attending negotiating sessions. Such leave shall not impede the operations of the College or be unreasonably denied.

5.9 Leave for Other AFSCME Activities.

Employees shall have the right to request leave for attending AFSCME conventions, conferences, and meetings. Such requests for leave shall not be unreasonably denied. When such requests are denied, the supervisor shall provide such denial in writing.

5.10 Flex-Time

The President of the Local unit shall be allowed flextime to cover AFSCME work conducted during their normal working hours.

5.11 The employer will allow AFSCME to prepare and provide brief information on the AFSCME union to the Human Resources Department for inclusion in the New Employee Orientation.

ARTICLE 6
AFSCME DEDUCTIONS

6.1 Deductions and Remittance.

- A. During the term of this Agreement, the College will deduct AFSCME membership dues in an amount established by AFSCME and certified in writing by the President of Council 79 to Human Resources on the deduction authorization form provided by AFSCME included as Appendix B. Employee transfers or promotions within these bargaining units shall not require the submission of new forms.
- B. The dues shall be made on the employee's regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues shall be remitted by the College to the AFSCME State Office within thirty (30) days after the deduction is made, or as soon thereafter as possible. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. A copy of the list will be supplied to the President of Local 591 and to AFSCME Council 79 Region 3's office. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee had previously submitted a deduction's authorization form.
- C. AFSCME shall notify Human Resources in writing of any changes in its dues at least thirty (30) days prior to the effective date of such change.

6.2 Insufficient Pay for Deduction.

In the event an employee's salary earnings within any pay period are not sufficient to cover dues, it will be the responsibility of AFSCME to collect its dues for that pay period directly from the employee.

6.3 Termination of Deduction.

The College's responsibility for deducting dues shall terminate automatically upon either: (1) thirty (30) days written notice from the employee to Human Resources revoking that employee's prior deduction authorization, (2) the termination of employment, or (3) the transfer, promotion, or demotion of the employee out of the bargaining unit.

6.4 Indemnification.

AFSCME shall indemnify, defend, and hold the College, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the College, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the College any funds received in accordance with this Article which are in excess of the amount of deductions which the College has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the College within one hundred and twenty (120) days of the occurrence.

6.5 Exceptions.

The College will not deduct any AFSCME fines, penalties, or special assessments from the pay of any employee.

ARTICLE 7 WAGES

For Fiscal Year 2017-2018, the College will implement salary increases in accordance with the following provisions:

7.1 One-Time Lump Sum Bonus and Increase to the Base Salary

Each eligible employee shall receive a non-recurring one-time lump sum bonus payment according to the schedule below, less any applicable taxes and withholding. Each eligible part time employee shall receive a bonus payment prorated based on the full-time equivalency of his or her position. This bonus shall not be used to calculate base rate of pay. A 3% increase to the base salary for eligible employees to be distributed on payroll # 4, which has a pay date of 2/16/2018, if ratified by the union and approved by the Board of Trustees. There will be no retro pay for the base salary increase. The bonus payments will be distributed December 22, 2017 if agreement is reached and a MOU approved.

The bonus payment will be \$1,200 for each eligible employee:

Eligible employee refers to all regular employees who:

1. Were employed by the College prior to January 1, 2017, and who have been continuously employed through the distribution December 22, 2017,
2. Do not have a current performance evaluation on file with a marginal or unsatisfactory rating, and
3. Have not resigned their position with or without notice or have not received a notice of adverse action to terminate employment for cause prior to the distribution date of December 22, 2017.

If an ineligible employee (marginal or unsatisfactory rating) achieves performance standards (effective rating or higher) subsequent to implementation of the one-time lump sum bonus on or before December 22, 2017, the employee may receive the one time lump sum bonus. Such delayed increase shall be effective on the date of that performance evaluation and shall not be retroactive.

Any employee who still may be in their probationary period will not be eligible to receive the one-time lump sum bonus.

Minimum Wage

The minimum starting salary is \$10.75 per hour.

ARTICLE 8 HOURS OF WORK

8.1 Workday/Workweek.

- A. The normal workweek for each full-time employee shall be forty (40) hours.

- B. The College retains the right to schedule its employees; however, the College will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.
- C. When requested by an employee, the supervisor may approve a daily work schedule, which differs from that generally used by the work unit. Approval may be on an incidental basis or a permanent basis and may be rescinded by the supervisor if the variation in work schedule is detrimental to the operation of the work unit or hinders the providing of services. The request and approval must be in writing and if the change is to be on going, the position description must be updated to reflect the revised hours of work. A supervisor may elect to rotate flextime privileges among staff.

8.2 Shift Differential.

Employees working anything other than regularly scheduled shifts: shall receive a twenty-five cents (\$0.25) per hour shift differential added to their base rate of pay. Regularly scheduled shift is defined as a shift that starts in the morning and ends in the afternoon.

8.3 Overtime.

- A. The College is responsible for arranging the work schedule to minimize overtime. The assignment of overtime shall not be made on the basis of favoritism.
- B. Work beyond the normal workweek shall be recognized in accordance with the provisions of College Regulations and the Fair Labor Standards Act. College recognized holidays will be considered as time worked (not to exceed 8 hours) for calculating special compensatory leave.
- C. Upon agreement of the employee and the College, non-exempt employees shall receive either compensatory leave or cash payment for overtime. If agreement cannot be reached, the College shall make cash payment for overtime worked.
 - 1. Every effort will be made to ensure that employees utilize overtime-compensatory leave as soon as possible after it is earned.
 - 2. In all cases, accrued overtime-compensatory leave must be used before the use of annual leave.
 - 3. The maximum accrual of overtime-compensatory leave will be 120 hours and all hours over 120 accrued will be paid to the employee.
 - 4. Overtime compensatory leave must be paid out upon reassignment, promotion, or when the employee leaves employment of the College.

D. Overtime Scheduling

Supervisors determine the number of employees required for each overtime opportunity. Announcements for scheduled overtime must be posted 2 weeks in advance, when possible. Announcements for sudden request for support that weren't previously known will be posted as early as possible. In the event of an emergency, the department may

require personnel to work overtime without advance notice. Management will strive to schedule vendors during hours to minimize overtime.

Whenever feasible, filling slots for scheduled overtime is accomplished on a volunteer basis. Employees are encouraged to inform the supervisor of their desire to work, overtime events.

1. During emergencies or events with no notice, the first two individuals to be offered the overtime slot will be the On-Call staff as they are expected to be available after hours.

2. Often, emergency maintenance events may require trade specific employees. When this is the case, the designated trade specific employee will be offered the overtime slot.

3. When the number of individuals who desire to work overtime assignments exceeds the number of required slots, the supervisor refers to a list of employees in order of seniority. The supervisor will offer the most senior employee the opportunity for fulfilling the overtime event first. If he/she turns down the offer their name moves to the bottom of the list and the supervisor continues down the list in order of seniority until the overtime offer is accepted. Each event and offer for an overtime event will begin on the list where it left off previously so everyone on the list will get the opportunity to receive an offer for the overtime.

4. In the event of a sufficient number of volunteers for an overtime event isn't reached, the supervisor will refer to the list of employees and choose the employees with the least amount of seniority and assigns them to perform the duties. In this case, employees that are assigned overtime duties will move to the bottom of the list. In each of these cases the list will rotate through its process, beginning at the point where it left off on the last assigned overtime event where an employee didn't have the right to turn down the overtime assignment.

8.4 Work Schedules.

- A. Where rotations are being made in the employee's regular work schedule, the new shift, workdays, and hours, will be posted no less than ten (10) days in advance, and will reflect at least a two (2) workweek schedule; however, the College will make a good faith effort to reflect a one (1) month schedule. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is not approved.
- B. Where regularly assigned work schedules are rotated, the College will make a good faith effort to equalize scheduled weekend work among employees in the same functional unit whenever this can be accomplished without interfering with efficient operations. When an employee rotates to a different shift, the employee shall receive a minimum of twelve (12) hours off between the end of the current shift assignment and the beginning of the new shift assignment.
- C. When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed; the employee shall be given a minimum of ten (10) working days' notice, in writing, of the proposed change. Additionally, when the change

occurs, the employee shall receive a minimum of twelve (12) hours off between the end of the current shift assignment and the beginning of the new shift assignment.

8.5 Rest Periods.

- A. No supervisor shall unreasonably deny an employee a fifteen (15) minute rest period during each four (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a work location assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his/her work location. In those cases, it is recognized that the employee can "rest" while the employee remains at his/her work location.
- B. An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival or early departure from work.

ARTICLE 9 BENEFITS

9.1 Current Employees.

- A. State Employee Health Insurance Program.

The College and AFSCME support legislation to provide adequate and affordable health care insurance to all employees. The employee share of premiums shall reflect the amount mandated by the state employee's group health self-insurance plan. At no time, will the College increase employee premiums unless mandated by the state.

- B. Employee Assistance Program.

The following guidelines are applicable to the College's Employee Assistance Program (EAP):

1. When an employee's EAP participation is designed in conjunction with the employer to improve job performance, then some limited time for participation, as described in College Regulations, shall be counted as time worked.
2. In requesting and being granted leave to participate in the College EAP, an employee, for the purpose of maintaining confidentiality, need reveal to their supervisor only the fact of such EAP participation.
3. Neither the fact of an employee's participation in an EAP, nor information generated by participation in the program, shall be used as a reason for discipline under Article 22, or as evidence of a performance deficiency within the evaluation process referenced in Article 20, except for information relating to an employee's failure to participate in the EAP consistent with the terms to which the employee and the College have agreed.

9.2 Retired Employees.

- A. Employees who retire under the Florida Retirement System shall be eligible, upon request, to receive on the same basis as other employees the following benefits at the College, subject to College Regulations:

1. Retired employee identification card;
 2. Use of the College library (i.e., public rooms, lending and research service); and
 3. Placement on designated College mailing lists.
- B. In addition, fees may be charged to retired employees for the following, and/or access granted to them on a space available basis:
1. Use of College recreational facilities;
 2. A College parking decal; and
 3. Course enrollment of retired employees sixty (60) years or older who meet Florida residency requirements, without payment of fees, on a space available basis, in accordance with Section 240.235(3), Florida Statutes.

ARTICLE 10 LEARNING OPPORTUNITIES

10.1 Policy.

The College and AFSCME recognize the importance of employee career development in order to provide for employee training which will improve competencies and productivity.

- A. The College will make reasonable efforts to continue existing training and development programs and to develop new programs where the College considers such programs beneficial.
- B. The College will make good faith efforts to provide newly hired employees with an orientation period to explain procedures, policies, standards and performance expectations of the employee, and to provide in-service development programs for employees. The College will also provide information to increase employee awareness of anti-Discrimination/Harassment. Discrimination/Harassment training will be mandatory every two (2) years.
- C. Where Supplemental Vocational Training Programs are available through State Community Colleges, the College shall make a reasonable effort to use this resource to provide training opportunities.
- D. In accordance with the College's established policies and procedures, an employee may be allowed administrative leave for the purpose of attending short courses, institutes, and workshops, which will improve performance or gain new skills in their current position.
- E. The College may assign employees to attend training and development courses. If such courses are away from campus, the College will cover travel and per diem costs in accordance with applicable College Regulations.
- F. The College shall provide reasonable written notice to AFSCME when discontinuing a career development program, which includes a salary increase component.

- 10.2 The Education Assistance Form, which is inclusive of a request for course work and vocational training, is to be executed by the employee according to the policy set forth in the College Employee Handbook. The employee will be advised as to acceptance or denial of the request based upon fulfillment of the requested criteria. Any employee who may be denied will receive a copy of the form with and explanation for the denial of the request.

10.3 Changes in Technology/Equipment.

The College will consider the effect on current employees when contemplating changing technology or equipment. The College will make reasonable efforts to provide training to current employees in the use of new technology or equipment when such changes are made.

10.4 GED Programs.

Where GED programs exist, the College shall make reasonable efforts to provide employees with flexible work schedules to accommodate participation in such programs.

10.5 Grievability.

The College and AFSCME understand that nothing in this Article precludes or in any way limits or restricts the College's right to develop, implement, or otherwise manage training or apprenticeship of its employees or implement new technology or equipment. Therefore, any claim by an employee or AFSCME concerning this Article shall not be subject to the Grievance Procedure of this Agreement.

**ARTICLE 11
LEAVES OF ABSENCE/HOLIDAYS**

11.1 Leaves of Absence.

Employees may be granted leaves of absence as provided in College Regulations.

11.2 Leave to supplement Workers' Compensation Benefits.

An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with College Regulations.

11.3 Holidays.

The following days of the year are established as paid holidays:

- New Year's Day (January 1)
- Martin Luther King's Birthday (third Monday in January)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day (December 25)

Winter Break-At the discretion of the College's Board of Trustee's, work days between Christmas and New Year's Day and certain other work days may be established as paid holidays.

If the holiday falls on Saturday, the holiday is observed on Friday. If the holiday falls on Sunday, the holiday is observed on Monday.

11.4 Personal Day

Each full-time employee is entitled to one "personal" holiday each fiscal year. This holiday is available to eligible employees beginning July 1 each year and may be used before the close of business on June 30 each year or it will be forfeited. Part-time employees are entitled to a pro-rated share of the personal holiday, based on their percentage of full time appointment. The personal holiday must be used in its entirety. It cannot be split in any manner. For the purpose of determining eligibility for a personal holiday, an employee must have satisfactorily completed his/her probationary period without a break in service

11.5 Sick Day

When absent due to illness, employees must follow the established call-off procedures per their department guidelines. Employees may choose to utilize an additional method, such as text or email, to document his/her call-off.

11.6 Donated Sick Leave

Should an employee donate sick leave to an employee, Management disburses the sick leave to the recipient, written notification to the donating member, and receiving department will be provided.

ARTICLE 12 ON-CALL AND CALL-BACK

12.1.1 On-Call Assignment.

- A. "On-call" assignment shall be defined as any time when an employee is instructed in writing by management to remain available to work during an off-duty period. An employee who is so instructed shall be required to carry and keep on his/her person the College provided cell phone or other electronic device in order to be contacted to return to the work location on short notice to perform the assigned duties.
- B. In an emergency or other unforeseen circumstance, the College may verbally instruct an employee to be on-call for a period of not more than twenty-four (24) consecutive hours. The employee shall not be eligible for on-call payments in excess of the period for which verbal instructions are appropriate.
- C. On-call responsibilities shall be shared equally among qualified employees.

12.2 On-Call Payment.

- A. On-call time is not compensable for purposes of computing overtime; however, travel time to and from work when called back is compensable time.

- B. When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a flat-rate fee in an amount of two hundred fifty dollars (\$250) per seven (7) day workweek when such employee is required to be on-call. On-call compensation shall not be suspended should the employee be contacted to return to the work location during an off-duty period.
- C. Police Department employees required to be on call shall be compensated at \$2.00/hour
- D. The schedule for on-call will continue to be posted at the beginning of the calendar year. If an employee is not able or available to work due to being on sick leave for a full day, eight hours, while on call an amount of \$32.14 will be forfeited daily.
- E. The on-call employee scheduled is required to answer/return the phone call within 15 minutes after receiving it and be able to return to campus within one hour. On-call employees must be supplied with a working phone. While on-call, the individual must be prepared to come to work at all times. Under no reasonable circumstance can an employee on-call refuse to respond. The employee can only be contacted via the employer-supplied phone.
- F. An employee may trade his/her on-call shift for the entire week with prior approval from their immediate supervisor.

12.3 Call-Back.

If an employee is called back to perform work beyond the employee's scheduled hours of work for that day, the employee shall be credited with the greater of the actual time worked, including time to and from the employee's home to the assigned work location, or two (2) hours.

- A. Management has the discretion to manage overtime and as such retains the right to call employees back to work when necessary in order to meet an emergency situation or pending (unfinished) work that may cause damage to equipment, college property or be unsafe if not completed.
- B. In order to guarantee payment for actual work performed when called back the employee's time needs to be recorded and noted on the Web Time Entry system. The employee must inform the police department that the on-call work has been completed prior to leaving the campus.
- C. If any employee is called after their normal shift hours and asked to conduct College business remotely either through computer or phone that employee will be paid for actual time worked for the event with guarantee of not less than one hour.
- D. If an employee needs to continue work following the normal end of their shift, they are not eligible for call back pay or receive any call back guarantee of time. This time would be overtime if the hours worked for that week exceed 40 hours.

**ARTICLE 13
CHANGE IN ASSIGNMENT**

13.1 Procedure.

- A. An employee with regular status in the current class who meets all College eligibility requirements may apply for a change in assignment to a different position in the same class or in a different class having the same pay range maximum, different work unit, or different shift at the College according to College Regulations. Prior to filling a vacancy, except by demotion or internal promotion, the College shall consider all applicable change in assignment requests. When making a decision regarding the granting of a request for a change in assignment, the College shall consider appropriate factors, including, but not limited to, the applicant's length of continuous College service, performance evaluations, work-related awards and achievements, relevant work experience, and education/training.
- B. All employees who were interviewed shall be notified of the College's decision.
- C. Employees who are reassigned under the provisions of this Article shall not ordinarily suffer a loss of pay as a result of such reassignment.
- D. Nothing contained in this Agreement shall be construed to prevent the College, at its discretion, from effecting the administrative re-assignment of any employee according to the needs of the College and, in each case, the College will take into consideration the needs and circumstances of the employee prior to taking such action.

13.2 Notice.

An employee shall normally be given a minimum of fourteen (14) days' notice prior to the College reassigning the employee. The parties agree, however, that these notice requirements shall not be required during an emergency or in other extraordinary conditions.

**ARTICLE 14
CLASSIFICATION REVIEW**

14.1 Classification Changes.

When the College determines that, a revision of a class specification for positions covered by this agreement is needed, and such revision affects the collective bargaining unit designation, it shall notify AFSCME in writing of the proposed change. AFSCME shall notify the College, in writing, within 15 days of receipt of proposed changes of any comments it has concerning the proposed changes or of its desire to discuss the proposed changes.

14.2 Position Description.

Each employee shall be given an opportunity to review his/her position description and the employee's signature shall acknowledge that such a review has been made by the incumbent and that the employee has received a copy of the current position description

14.3 Work in a Higher Classification.

An employee who is designated by the appropriate supervisor to perform temporarily a major portion of duties of a position in a higher classification than the employee's current classification shall be eligible for a pay increase for the period of time such duties are assigned, provided that such duties are performed for a period of more than twenty-two (22) workdays within any six (6) consecutive months.

14.4 Review of Assigned Duties.

When an employee alleges that regularly assigned duties constituting a significant portion of the employee's work time are duties not included in the employee's position description or the class specification to which the position is assigned, the employee may request a classification review by Human Resources. Human Resources will conduct a review in a reasonable time and issue a written report. If it is found that there are, recurring duties assigned which are not included in the employee's position description and are of a higher classification, the College must reclassify the position to the higher classification, or remove those duties. Any pay adjustment in a higher reclassification shall be effective on the date of that decision.

14.5 Non-disciplinary Demotion.

An employee may suffer a cut in pay as a result of a non-disciplinary demotion.

**ARTICLE 15
CONTRACTING OUT**

15.1 Prior to issuing a request for proposal for contracting-out work, which will result in the layoff of employees, the College will notify the local AFSMCE president. The local AFSCME president may then discuss the impact of the proposed contracting-out on affected employees by scheduling a consultation with the President within ten (10) days of receiving the notice.

15.2 The College shall include in the request for proposals for contracting-out such work, in addition to any other requirements to be considered, provisions which:

A. Require the proposers to offer to employ affected employee(s) having regular status for a period of 120 days after the start of the contract with equivalent pay and health insurance, subject to termination during the period only for just cause and provide reasonable training to increase the employee's opportunity for employment beyond the 120 days.

B. Require the proposers to provide information regarding the coverage and the cost of any health insurance, which will be provided to any affected employee employed, by the proposer.

15.3 The College will not ordinarily contract out work, which will result in the layoff of employees where the result of a Request for Proposals does not indicate a cost savings to the College during the term of the proposed contract.

15.4 The affected employees, in consultation with the local AFSCME President, may submit a proposal in response to the College's request for proposals. Such proposal shall be submitted in the form and manner as required for all proposers.

- 15.5 The College shall make reasonable efforts to place affected employees in other College positions prior to layoff. The College shall provide out placement and counseling services to the affected employees, including pertinent information regarding the disposition of benefits resulting from their employment at the College.
- 15.6 If an affected employee is laid-off as a result of the College contracting-out their work, such employee may file a grievance in accordance with the Grievance Procedure of this Agreement. The only issue to be addressed by such grievance is whether the College complied with the provisions of this Article.

ARTICLE 16 HEALTH AND SAFETY

16.1 Policy.

The College shall make every reasonable effort to provide employees a safe and healthy working environment. The College and AFSCME agree to work cooperatively toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

16.2 Safety Committee.

- A. The AFSCME local union president will appoint at least one employee from each represented department to serve on a College-wide safety committee.
- B. The Committee shall meet at least one (1) time per month and as necessary upon request by either the College or AFSCME. The Committee meetings will be held during working hours and AFSCME members will be granted leave with pay to attend.

16.3 Employee Health and Safety.

- A. When the College requires an employee to use or wear health or safety equipment, such equipment will be provided by the College.
- B. Employees shall perform their duties in a safe manner and shall comply with the College's safety guidelines/procedures. Any employee becoming aware of a work related accident shall immediately notify the supervisor or the supervisor's designee of the area where the incident occurred.
- C. When an employee believes an unsafe or unhealthy working condition exists in the work area, the employee shall immediately report the condition to the employee's supervisor. An employee may also report the condition to a College administrator at the next highest level or Human Resources. The College shall investigate the report and will respond to the employee in a timely manner. Where the employee's report was in writing, the response shall be in writing. An employee acting in good faith may refuse to accept an assignment when the employee has reasonable grounds to believe an unsafe or unhealthy working condition exists in the work area, which poses an immediate threat to the employee's physical well-being.
- D. Employees shall be informed of any toxic or hazardous materials in the workplace as required by The Haz Com Standard. Employees will be trained to understand basic

labeling, SDS, and will be provided with specific information on chemicals they use in the workplace.

- E. The College shall provide annual PPE training relative to the employee and his/her position which requires the use of PPE.

16.4 Return to Work

- A. An employee who has sustained an injury or illness may be reinstated to his/her former position once released from doctor's care. If a position is not available and suitable within the department, the employee may be provided employment in another department provided a vacant position exists and the employee meets the minimum qualifications. Any action taken will also be pursuant to the laws, regulations, policies and practices covering ADAAA, FMLA and/or Workers Compensation. The Union shall be notified in writing of these reinstatements.
- B. Employees released to work for light duty or limited duty will be considered for modified work consistent with the physician's certification of the worker's capabilities and the College's ability to provide for the light/limited work duty.

ARTICLE 17 UNIFORMS, EQUIPMENT AND TOOLS

17.1 Uniforms.

- A. The College will provide uniforms to employees who are required by the College to wear a uniform. The cost of maintaining said uniforms shall be paid by the College. For employees that the college requires to wear uniforms, the College agrees to take into consideration the employee's working conditions when choosing the style of uniforms he/she will be required to wear.
- B. Employees are required to report to work in a clean and presentable uniform. Those that do not, will not be allowed to start their shift until they have said uniforms. Time spent obtaining uniforms will be unpaid (no other type of leave can be used) and can result in disciplinary action.
- C. The College shall replace or repair parts of the uniform that become unserviceable because of (1) normal wear and tear, or (2) damage, if through no fault of the employee while in the line of duty.

17.2 Protective Clothing.

- A. The College shall issue, breathable rain gear for maintenance, grounds, and custodial personnel upon hire. The college shall inspect these periodically and replace damaged or worn items as necessary.
- B. The College shall make available, at all times, protective rubber, leather, cotton, and/or insulated gloves for employees for the safe and sanitary performance of their duties. The college shall inspect these periodically and replace damaged or worn items as necessary.

- C. Coveralls or other appropriate clothing shall be made available, by the college, to employees who are required to perform building or equipment maintenance or repair work or spraying herbicides, where such work will soil clothing beyond normal college laundry capabilities. The college shall inspect these periodically and replace damaged or worn items as needed.
- D. In order to provide safe working shoes or boots for the maintenance and grounds department the College will provide a yearly protective stipend to the workers in these areas. Steel-toed boots will be required for maintenance workers and grounds and slip resistant shoes will be required for custodial workers. New employees will receive the stipend upon hire. All other stipends will be paid in the first payroll period of March of each year. New hires must have successfully completed their probation period before receiving the annual stipend. The College will pay the maintenance and grounds workers a stipend of \$225 and custodial workers \$125 annually. (Note: Custodians must ensure they purchase slip resistant shoes and not slip proof. There is a difference, which affects safety). Maintenance, Grounds and custodial workers are required to wear the specified footwear at all times they are on duty as a normal part of their uniform for safety purposes. Supervisors may inspect the footwear for safety purposes to ensure they meet the required standard; steel toed boots for maintenance workers and slip resistance shoes for custodial workers. The workers may purchase proper footwear at the location of their choice. All safety footwear should be maintained by the workers properly. When shoes are found to be in a non-maintained condition (i.e. unsafe) management will request that the employee be sent home until they can return with proper footwear. No more than 3 hours of annual leave can be used to correct this issue if requested by the employee.

17.3 Tools.

The College will furnish employees in those classifications who are required to utilize tools - those required tools. Tools that through ordinary and reasonable use are damaged or wear out will be replaced. Employees will not be required to use personal tools or equipment in the performance of College duties.

ARTICLE 18 LAYOFFS AND RECALL

18.1 Layoffs.

- A. When an employee is to be laid off, the College shall implement such layoff in accordance with procedures contained in the College's Regulations and this Article. When circumstances permit, the College shall notify the local AFSCME President at least thirty (30) days in advance of a layoff.
- B. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitutes an area, program, or other level of organization at the College. The College shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid off employees.
- C. The notice to the employee of layoff shall include the effective date of layoff, the reason for layoff, a statement of recall rights and any appeal/grievance rights, including applicable filing deadlines.

- D. Consistent with the procedures established for the College's Employee Assistance Program (EAP), employees participating in an EAP who receive a notice of layoff may continue to participate in that program for a maximum of ninety (90) days following the layoff, or as otherwise agreed to by the employee and the College.

18.2 Recall.

Laid off employees shall be recalled in accordance with the College's Regulations regarding such. When a vacant position exists at the College in the same class in which the employee was laid off, the employee who has been laid off and who is not otherwise employed in an equivalent position shall be offered re-employment if the employee meets the special qualifications and relevant experience required for the vacant position. If the employee held regular status in the class at the time of the layoff, the re-employment shall be with regular status and the total retention points computed at the time of the layoff shall be restored to the employee.

ARTICLE 19 METHOD OF FILLING VACANCIES

19.1 Policy.

- A. A "vacancy" is defined as any position covered under the AFSCME Bargaining Unit the College intends to fill other than by promotion or demotion.
- C. The College shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification, position description, and in other documents describing the duties of the vacant position. The College shall also consider appropriate factors, including, but not limited to the applicant's length of regular service, performance evaluations, work related training, awards and achievements, other relevant work experience, and education/training.
- C. The filling of vacant positions should be used to provide career mobility and career experience and should be based on the relative merit and fitness of the applicants.
- D. Wherever possible, the College shall seek opportunities to promote current employees. Employees shall be eligible for promotional opportunities where managers have determined that such recruitment within the College would be in the best interest of the department.
- E. Employees that have been given the responsibility to train new hires for specific vacant positions will be considered for a special pay increase (SPD) upon review from the HR Director. Relevant factors shall be considered such as duration of training, position for which training is being provided and position of employee providing training.

19.2 Procedures.

- A. All vacancies shall be posted on the College's "Posted Vacancy Announcement" program. In announcing vacancies, the Human Resources Division shall specify the position title, the essential functions, the salary range, the minimum qualifications, the procedure for submitting applications, and any other pertinent information.

- B. Employees who have attained regular status in their current class eligible for provisions of this article. Experience performing the essential duties of the vacant position may be regarded as a substitute for the criteria specified and thus shall be granted an interview, if qualified.
- C. If an employee applied for the position but was not selected, that employee may file a grievance. The only issue to be addressed by such grievance is whether the College exercised its judgment in an arbitrary and capricious manner. During a new hires 6 month probation the Union through its President or his/her Designee may be offered the opportunity to provide feedback on the new employee's knowledge, skills, abilities and performance. This written feedback shall be provided to the hiring authority, who determines the final status of the probationary employee.

ARTICLE 20 NONDISCRIMINATION

- 20.1 Neither the College nor AFSCME shall discriminate against any employee based upon race, color, sex, religion, national origin, age, veteran status, disability, sexual orientation, gender expression, gender identity, membership or non-membership in a labor union, or marital status, nor shall the College or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, Florida Statutes.
- 20.2 The College and AFSCME seek a work environment that is free from sexual harassment, and subscribe to the New College of Florida Sexual Harassment Policy, Policy 0-009, *New College of Florida Policies and Procedures Manual*. The College may incorporate Policy 0-009 into its Regulations Manual in accordance with the Regulation Development Procedure for Boards of trustees adopted by the Florida Board of Governors.
- 20.3 The College and AFSCME seek a work environment that is free from bullying and harassment.
- 20.4 Employees may avail themselves of the provisions of the Whistleblower's Act (Section 112.3187, Florida Statutes).
- 20.5 AFSCME agrees to support the College's affirmative action efforts. College affirmative action efforts shall not be subject to review under the provisions of Article 23 (Grievance Procedure).
- 20.6 The local AFSCME president shall be provided, upon written request and without cost, a copy of the College's Affirmative Action Plan and any subsequent amendments.
- 20.7 Reasonable Accommodation. The College is subject to provisions of the Americans with Disabilities Act and shall comply with this law.

ARTICLE 21 PERFORMANCE EVALUATIONS

- 21.1 Procedure.
 - A. The job performance of each employee is to be reviewed and discussed with the employee to ensure performance standards are met, to review the employee's position description (if necessary), to enhance communications, and to convey the supervisor's performance expectations for the coming year. The supervisor may schedule additional meetings with the employee to discuss changes in one or more areas of the

employee's performance, a change in supervision, changes in job duties or the priority of job duties. The criteria of performance evaluations must be clear and presented to the employee before the review and discussion with the supervisor.

- B. The performance appraisal shall normally be prepared by the employee's immediate supervisor and reviewed by the department head. Department heads may sign the evaluation and may attach any written comments they deem appropriate.
- C. The final appraisal should then be reviewed with the employee, who, after the review, shall sign the evaluation form, indicating that it has been reviewed with the employee. A copy of the signed evaluation form will be provided to the employee at that time. Should the employee disagree with the evaluation, he/she has the right to append appropriate written comments to the evaluation by submitting any such written comments to his/her immediate supervisor within three business days of the evaluation process.

21.2 Failure to Meet Performance Standards.

- A. Where an employee who has attained regular status in the class does not meet performance standards as indicated on a performance evaluation of the employee, the College shall develop a Performance Improvement Plan intended to correct performance deficiencies.
- B. Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher-level concerns regarding the evaluation, which rates the employee as not meeting performance standards. Such request must be made within thirty (30) days of receipt of the performance evaluation.
- C. The employee may be removed from his/her class no sooner than sixty (60) days after receipt of the performance improvement plan if adequate improvement in performance is not made.

21.3 Grievability.

Performance evaluations shall be subject to Article 23, Grievance Procedure, to the extent provided in this Section, as follows:

- A. An employee with regular status in the class who receives a performance evaluation of not meeting performance standards may grieve the evaluation. The review of the grievance shall be solely to determine whether the performance evaluation was done in an arbitrary or capricious manner. Grievance reviewers shall not substitute their judgments regarding an employee's performance for that of the evaluator.
- B. An employee with regular status in the class who is demoted or dismissed for an evaluation of not meeting performance standards may grieve the demotion or dismissal through Step 3 of the grievance process.

**ARTICLE 22
PERSONNEL RECORDS**

22.1 Use of Personnel Files.

- A. There shall be only one official personnel file for each employee, which shall be maintained in Human Resources unless a different location is approved by the President. Duplicate personnel files may be established and maintained within the College.
- B. An employee has the right to review his/her official personnel file at reasonable times under the supervision of the designated records custodian and may attach a concise statement in response to any items therein. A copy of any derogatory material placed in the employee's official personnel file shall be provided to the employee.

22.2 Contents of Personnel Files.

- A. Information in an employee's official personnel file shall refer only to matters concerning or affecting the employee's job or related to his/her College employment.
- B. Where the President, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document will be removed from the official personnel file and duplicate personnel files but marked "invalid" and retained in a separate file.
- C. Records of disciplinary action and College commendations and awards presented to an employee shall, where practicable, be placed in an employee's personnel file within thirty (30) days after the effective date of the action.

**ARTICLE 23
JUST CAUSE AND DISCIPLINARY ACTIONS**

23.1 Policy.

The College is committed to taking appropriate measures in creating and maintaining a professional, civil and respectful work environment. The College and AFSCME endorse the principle of progressive discipline. The purpose of this article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Supervisors shall provide privacy to the extent practicable when administering reprimands or conducting disciplinary actions.

23.2 Just Cause.

Disciplinary actions administered to regular status employees may be taken only for just cause.

23.3 Grievability.

- A. Suspensions, demotions for disciplinary reasons, reductions in base pay for disciplinary action, and terminations administered to regular status employees are subject to Article 23, Grievance Procedure.

- B. Coach and Counsel shall not be grievable under the provisions of this Agreement, they are a non-disciplinary action. Records of coach and counsels shall not be used in later disciplinary actions against an employee if the employee has maintained a discipline-free work record for at least one (1) year. Such coach and counsel documents shall be placed in a sealed envelope and marked "Invalid" at any time after that one (1) year period upon written request of the employee.
- C. Written warnings shall be subject to the grievance procedure in Article 23 but only through Step 2. Written reprimands shall not be used in later disciplinary actions against an employee if the employee has maintained a discipline-free work record for at least two (2) consecutive years. Such written warnings shall be placed in a sealed envelope and marked "Invalid" any time after that two (2) year period upon written request of the employee.
- D. The employee's signature on a written warning only indicates that the employee received a copy of the warning and not that the employee agrees to it. This statement will appear under the signature of the employee being warned.
- E. Neither the College's regulations and procedures, nor disciplinary guidelines, are grievable except to the extent that they are allegedly applied arbitrarily and capriciously.

23.4 AFSCME Representation.

- A. The employee has a right, upon request, to AFSCME representation during investigatory questioning that may reasonably be expected to result in disciplinary action and during predetermination conferences; provided that such representation does not unreasonably delay the questioning. If the employee is given twenty-four (24) hours' notice of the meeting, the employee shall be required to secure representation by the meeting time. Absent a valid excuse, any refusal by an employee to meet after receiving such notice will subject him/her to discipline.
- B. When an AFSCME representative is selected to assist an employee, the representative may be allowed a reasonable amount of time off for this purpose, subject to the limitations provided in Articles 5.

23.5 Disciplinary Entries in Personnel Files.

An employee shall be furnished with a copy of disciplinary entries placed in their official personnel file and shall be permitted to respond in writing within seven (7) calendar days and a copy of the response shall be placed in that file.

ARTICLE 24 GRIEVANCE PROCEDURE

24.1 General Provisions.

- A. The College and AFSCME encourage informal resolution of employee complaints. To that end, employees should discuss their complaints within two business days with their supervisor or the College representative who has authority to address the complaint. Such review and discussions should be held with a view to reaching an understanding, which will resolve the complaint in a manner satisfactory to the employee, without need for

recourse to the formal grievance procedure prescribed by this Article. If the complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provisions of this Article.

- B. "Grievance" means a dispute filed with the College's Division/Department and Management Representative ("Step 1"), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. The filing or pendency of any grievance under the provisions of this Article shall in no way impede or delay the right of the College to take the action complained of; subject, however, to the final disposition of the grievance.
- C. "Grievant" means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement, which confers rights upon the employee. AFSCME may file a grievance in a dispute over a provision of this Agreement, which confers rights upon AFSCME.
- D. The resolution of a grievance prior to its appeal in writing to Step 3 shall not establish a precedent binding on the College or AFSCME.
- E. All grievances must be filed within twenty-one (21) days following the act or omission-giving rise to the grievance or the date on which the employee knew or reasonably should have known of the event if that date is later. Notice required for any grievance proceeding may be satisfied by submitting the required forms to Human Resources. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance. A grievance may be refused if it is not filed or processed in accordance with this Article.
- F. The College shall not retaliate against any employee who participates in the procedures set forth in this Article.
- G. If a Step 1 grievance meeting is held during the working hours of the grievant or any required participant, such person shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.
- H. Each grievance, request for review, and arbitration notice must be submitted in writing on the appropriate form attached to this Agreement as Appendix C. Appendix C must be signed by the grievant. If the grievance is a class action grievance, defined as a grievance involving the same issue with more than one grievant, Appendix C should include all parties of the grievance. However, the signature of the Union President and at least one member is required. The grievance form shall be dated when the grievance is received. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, an AFSCME representative may sign such form for the grievant.

24.2 Representation.

- A. A grievant who decides to use this grievance procedure shall, prior to the Step 1 meeting, choose whether to be represented by AFSCME. Where AFSCME representation is requested by an employee, the employee's grievance representative shall be selected by AFSCME from the list referenced in Section 5.2A, AFSCME may reach agreement with the College, and such agreement shall be binding on the employee.

B. When an AFSCME President or Steward/AFSCME Employee Representative is selected to represent a grievant, he/she may be allowed a reasonable amount of time off with pay to investigate the grievance and to represent the grievant at any Step of the grievance procedure which is held during regular work hours, subject to the following limitations:

1. The AFSCME President or Steward/AFSCME Employee Representative will not be allowed time off with pay to investigate his/her own grievance.
2. Time spent by the AFSCME President or Steward/AFSCME Employee Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.
3. Such time off with pay shall be subject to prior approval by the AFSCME President or Steward/AFSCME Employee Representative's immediate supervisor. However, approval of such time off will not be withheld unless it impedes the operations of the unit to which the AFSCME President or Steward/AFSCME Employee Representative is regularly assigned.

C. AFSCME shall not be bound by a grievance decision in a grievance in which the grievant chose not to be represented by AFSCME.

24.3 Procedures.

A. Step 1.

1. The Management Representative shall schedule a meeting between the grievant, the grievant's Steward/AFSCME Employee Representative, grievant's supervisor, and any other appropriate individual within ten (10) days following receipt of the grievance if no postponement is requested, or receipt of written notice that the grievant wishes to proceed with the Step 1 meeting if a postponement was previously requested. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons therefore, to grievant's Steward/AFSCME Employee Representative within fifteen (15) days following the conclusion of the meeting, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision shall be sent to the grievant and to the Local AFSCME President if grievant elected not to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.
2. Where practicable, the Management Representative shall make available to the grievant or grievant's Steward/AFSCME Employee Representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right,

upon written request, to a copy of documents identified as relevant to the grievance.

3. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Steward/AFSCME Employee Representative has not received the written decision by the end of the (15th) day following the conclusion of the Step 1 meeting.

B. Step 2.

1. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the Step 2 Management Representative within fifteen (15) days following receipt of the Step 1 decision by grievant's Steward/AFSCME Employee Representative. The Step 2 Management Representative and grievant's AFSCME Representative shall schedule a meeting for the purpose of reviewing the matter within fifteen (15) days following receipt of the request for review.
2. The Step 2 Management Representative shall issue a written decision, stating the reasons therefore, to grievant's AFSCME Representative within fifteen (15) days following the conclusion of the meeting. In the absence of an agreement to extend the period for issuing the Step 2 decision, AFSCME may proceed to Step 3 if the AFSCME Representative has not received the written decision by the end of the fifteenth (15th) day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to AFSCME if the grievant elected not to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

C. Step 3. Arbitration

1. If the grievance is not resolved at Step 2, AFSCME may appeal the decision to Arbitration (using Appendix C) within thirty (30) days after receipt of the decision. If AFSCME did not represent the grievant, the grievant may appeal the Grievance to arbitration.
2. The College and AFSCME may, by written agreement, submit related grievances for hearing before the same arbitrator.
3. Selection of Arbitrator.
 - a. Any demand for arbitration from AFSCME shall be in writing, sent by certified mail, and must be received by the College within thirty (30) days following the employee's receipt of a written answer to the grievance, or thirty (30) days following the time period when a written answer should have been tendered. The parties agree to be governed by the rules and procedures of the Federal Mediation and Conciliation Service (FMCS), including the FMCS procedures regarding the selection of an arbitrator. The FMCS will provide the parties a single list containing seven (7) arbitrators.

- b. Within fifteen (15) days after receipt of the FMCS list of arbitrators requested by AFSCME, the parties shall meet to select an arbitrator to hear the case by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a coin. By mutual agreement, the parties may select an arbitrator who is not on the FMCS list.
- 4. The arbitrator shall conduct the hearing in Sarasota, Florida at the earliest date acceptable to both parties and the arbitrator
- 5. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the, College, AFSCME, the grievant(s), and the employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:
 - a. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
 - b. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.
 - c. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
 - d. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.
- 6. The arbitrator shall be without power or authority to make any decisions:
 - a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement or the provisions of applicable law or rules or regulations having the force and effect of law; or
 - b. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement; or
 - c. Which have the effect of restricting the discretion of the College as otherwise granted by law or the Regulations of the College unless such authority is modified by this Agreement; or
 - d. That are based solely upon a College past practice or regulation unless such College practice or regulation is contrary to law or this Agreement.

7. The arbitrator's award may include a monetary award to the grievant(s); however, the following limitations shall apply to such monetary awards:

- a. The award shall not exceed the amount of pay the employee would have earned at his/her regular rate of pay and shall not include overtime, on-call, or any other speculative compensation which might have been earned;
- b. The award shall not exceed the actual loss to the grievant, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award; and
- c. The award shall not be retroactive to a date earlier than the date of the occurrence of the event-giving rise to the grievance under consideration, and in no event more than thirty (30) days prior to the filing of the grievance.

8. The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator's fees and expenses. AFSCME will not be responsible for costs of an arbitration to which it was not a party. Where a grievant is not represented by AFSCME, such grievant will be responsible for all fees, expenses, and costs associated with the arbitration to the same extent that AFSCME would have been responsible, if AFSCME had been a party to the arbitration.

24.4 Time Limits.

- A. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.
- B. Failure, at any Step of this procedure, to communicate the decision on a grievance within the specified time limit shall permit the grievant's representative to proceed to the next Step.
- C. Claims of either an untimely filing or untimely appeal shall be made at the Step in question.
- D. The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended by written agreement.
- E. In the event that any action falls due on a Saturday, Sunday, or College holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

24.5 Exceptions.

- A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit AFSCME or an employee to process a grievance (1) in behalf of any employee without his/her consent, or (2) with respect to any matter which is at the same time the subject of an action, which has been filed by a grievant in any other forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2002e et seq.
- B. An employee who has not attained regular status can file only non-disciplinary grievances under this Agreement, which may be processed only at Step 1 without further appeal.

**ARTICLE 25
PREVAILING RIGHTS**

- 25.1 All pay and benefits provisions published in College Regulations, which are not specifically provided for or modified by this Agreement or by the Legislature shall be in effect during the term of this Agreement. Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by College Regulations or other appropriate administrative or judicial remedy.
- 25.2 Employees may access these provisions at the College's Human Resources web site or by visiting the Office of Human Resources. A summary of benefits is also included in the Employee Handbook.
- 25.3 AFSCME retains its rights to demand to negotiate changes in terms and conditions of employment in accordance with Chapter 447, Florida Statutes.
- 25.4 In the event any terms and conditions of employment are affected by the College's regulation development process, any demand to negotiate with regard to the proposed regulation shall be submitted to the Office of Human Resources prior to the time that the College's Board of Trustees takes final action with regard to the regulation.

**ARTICLE 26
TOTALITY OF AGREEMENT**

26.1 Limitation.

The College and AFSCME acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the College and AFSCME thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

26.2 Obligation to Bargain.

Except as provided in Article 25.4, the College and AFSCME, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

26.3 Modifications.

Nothing herein shall preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

**ARTICLE 27
SAVINGS CLAUSE**

- 27.1 If any provision of this Agreement is in conflict with State or federal laws or regulations by reason of any court action or existing or subsequently enacted legislation, or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 447.309(3), Florida Statutes, then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.
- 27.2 If any provision of this Agreement is found to have the effect of causing the College to be denied funds otherwise available through State or federal funding, such provision shall not be applicable, performed, or enforced.

**ARTICLE 28
DURATION**

28.1 Term.

- A. This Agreement shall be effective on the date of ratification by both parties and shall remain in full force and effect through the thirtieth day of June 2021, with the exception that the following shall be subject to annual re-negotiation:
1. Wages (Article 7); and,
 2. Benefits (Article 9); and,
 3. Up to two (2) additional articles chosen by each party. Such renegotiations shall begin no later than June 1, 2018 for the 2018-2019 reopener negotiations and June 1, 2019 for the 2019-2020 re-opener negotiations.
 - a. Negotiations for a successor Agreement shall begin no later than April 1, 2020. In the event that the College and AFSCME fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period.

28.2 Emergencies.

If the Governor determines that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the President during the time of the declared emergency, provided that wages and benefits shall not be suspended.

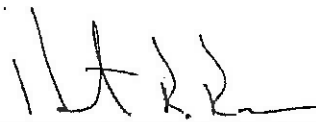
IN WITNESS THEREOF, the parties have set their signatures this 17th day of January 2018.

FOR THE NEW COLLEGE OF FLORIDA

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME):



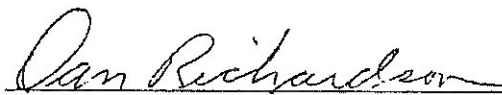
Felice Schulaner, Chairman



Hector Ramos, Chief Negotiator



Donal B. O'Shea, President



Dan Richardson, Chief Negotiator



Marguerite Perretta - Cristiani,
NCF-AFSCME , Local 591 President

APPENDIX A-1

POSITION CLASSIFICATIONS COMPRISING THE AFSCME BARGAINING UNIT SORTED BY POSITION CLASS TITLE

The parties have agreed that all scheduled regular full-time and part-time non-professional employees whose position classifications are included in this list are within the NON-PROFESSIONAL BARGAINING UNIT (PERC Certification No. 1533) and that this list may be amended by mutual agreement of the parties or by order of the Florida Public Employees Relations Commission:

Class Code	Position Class Title	Class Code	Position Class Title
0710	Administrative Asst.	0380	Extension Program Assistant
4274	Admissions/Registrar Officer	6486	Facilities Construction Specialist
7520	Agricultural Assistant	7425	Farrier
2709	Archaeologist	4262	Financial Aide Officer
2796	Archivist	1712	Financial Assistant Counselor
3709	Art/Publication	2814	Fine Arts Production Specialist
6539	Asst. Automotive Equip. Mechanic	6371	Fire Equipment Mechanic
3754	Assistant Editor	1415	Fiscal Assistant
7404	Asst. Laboratory Animal Technician	6213	Food Service Worker
6563	Assistant Marine Captain	5110	Geologist
6321	Assistant Print Shop Manager	2401	Grants Assistant
3723	Audio Visual Equipment Operator	3703	Graphic Artist
3726	Audio-Visual Specialist	6394	Groundskeeper
6540	Automotive Equipment Mechanic	5125	Health Physicist
5750	Behavioral Program Specialist	5505	Health Support Aide
5033	Biological Scientist	5518	Health Support Technician
4600	Broadcast Engineering Technician	6368	Heavy Equipment Operator
4601	Broadcast Engineering Technologist	5875	Human Services Program Specialist
3790	Broadcast Production/ Program Asst.	6330	HVAC Operator
3781	Broadcast Specialist	3732	Information Specialist
3775	Broadcast Writer/Announcer	0321	Instructional Facilities Scheduler
6484	Building Construction Inspector	6468	Instrument Maker-Designer
6483	Building Projects Specialist	5753	Interpreter for Individual w/Hearing impairment
8726	Building Safety Inspector	6520	Laboratory Machinist Specialist
6438	Cabinet Maker	5017	Laboratory Technician
8401	Campus Parking Patroller	7406	Laboratory Trainer
6432	Carpenter	6389	Laborer
0186	Cashier	4503	Landscape Designer
6212	Catering Specialist	6227	Lauderer
5523	Certified Radiological Technologist	6226	Laundry Service Specialist
6210	Chef	4303	Library Technical Assistant
5043	Chemist	5599	Licensed Practical Nurse
1306	Child Care Group Leader	6423	Locksmith
3633	Cinematographer Videographer	6516	Machinist
0001	Clerical Aide	6466	Maintenance Mechanic
0003	Clerk	6467	Maintenance Specialist

0078	Clerk Typist	6374	Maintenance Support Worker
1601	Collections/Loan Manager	6561	Marine Assistant
5728	Community Youth Leader	6556	Marine Engine Specialist
2020	Computer Operator	6552	Marine Mechanic
2101	Computer Programmer	3805	Marketing Specialist
2102	Computer Programmer Analyst	6447	Mason
2060	Computer Repair Technician	5666	Medical Records Specialist
2056	Computer Support Analyst	5602	Medical Technologist
2050	Computer Support Specialist	3708	Medical/Biological Illustrator
4691	Construction Projects Specialist	6339	Motor Vehicle Operator
2731	Costumer	2757	Museum Artisan
6526	Custodial Worker	2760	Museum Operations Specialist
2013	Data Processing Control Specialist	2754	Museum Preparatory
2001	Data Processing Operator	0705	Office Asst.
5632	Dental Assistant	0716	Office Manager
5641	Dental Hygienist	5576	Ophthalmic Photographer
5644	Dental Technician	5570	Ophthalmic Technologist
3751	Editorial Assistant	6426	Painter
6444	Electrician	3615	Photographer
5009	Electron Microscope Manager	3603	Photographic Film Developer
5003	Electron Microscope Technician	6471	Piano Technician
7233	Electronic Technician	6441	Plumber
4630	Engineer	8412	Police Communications Operator
4605	Engineering Assistant	8410	Police Service Technician
4609	Engineering Technician/Designer	6306	Printing Assistant
0114	Executive Secretary	6310	Printing Equipment Operator
6312	Printing Production Supervisor	4613	Sr. Research Engineering Support Specialist
4206	Program Asst.	5123	Senior Research Physicist
0939	Property Manager	0108	Senior Secretary
5592	Psychological Aide	8203	Senior Security Guard
0809	Purchasing Agent	3120	Senior Statistician
8700	Radiation Control Technician	0921	Senior Storekeeper/Receiving Clerk
3814	Radio Account Executive	2113	Senior Systems Operator
3812	Radio Marketing Representative	5083	Senior Teaching Laboratory Specialist
3810	Radio Sales Representative	2035	Senior Telecommunications Specialist
6405	Recreational/ Educational Facility Specialist	1328	Senior Training Specialist
6451	Refrigeration Mechanic	6336	Senior Treatment Plant Operator
5562	Rehabilitation Specialist	4245	Sr. University AFSCME Program Specialist
4611	Research Engineering Support Specialist	1311	Senior Vocational Trainer
5121	Research Physicist	6453	Sheet Metal Worker
5578	Respiratory Care Technician	6474	Sign Maker/Upholsterer
6435	Roofer	0004	Sr. Clerk
6514	Scientific Glassblower	2052	Sr. Computer Support Specialist
3642	Scientific Photographer	6527	Sr. Custodial Worker

0102	Secretary	6367	Sr. Motor Vehicle Operator
8200	Security Guard	0093	Sr. Word Processing Operator
0715	Senior Administrative Assistant	3109	Statistician
4275	Senior Admissions/Registrar Officer	6450	Steamfitter
7521	Senior Agricultural Assistant	5625	Sterile Equipment Aide
3721	Sr. Art/Publications Productions Specialist	0918	Storekeeper/Receiving Clerk
3725	Senior Audio-Visual Equipment Operator	6203	Support Service Aide
5751	Sr. Behavioral Program Specialist	2111	Systems Operator
5035	Senior Biological Scientist	4142	Teacher's Aide
3783	Senior Broadcast Specialist	4282	Teaching Laboratory Specialist
4604	Sr. Broadcast Engineering Technologist	2031	Telecommunications Specialist
8402	Senior Campus Parking Patroller	2033	Telecommunications Technician
5045	Senior Chemist	0261	Telephone System Operator
2023	Senior Computer Operator	3789	Television Camera Operator
2103	Sr. Computer Programmer Analyst	5557	Therapy Aide
2064	Sr. Computer Repair Technician	1322	Training Specialist
6530	Senior Custodial Worker	4243	University AFSCME Program Specialist
5647	Senior Dental Technician	7417	Veterinary Care Technician
6445	Senior Electrician	7401	Veterinary Hospital Technician
5006	Senior Electron Microscope Technician	1310	Vocational Trainer
7234	Senior Electronic Technician	6456	Welder
4633	Senior Engineer	0090	Word Processing Operator
4627	Senior Engineering Technician Designer		
0117	Senior Executive Secretary		
4264	Senior Financial Aid Officer		
1418	Senior Fiscal Assistant		
6395	Senior Groundskeeper		
5127	Senior Health Physicist		
5521	Senior Health Support Technician		
6369	Senior Heavy Equipment Operator		
6331	Senior HVAC Operator		
3736	Senior Information Specialist		
7407	Senior Laboratory Animal Technician		
5027	Senior Laboratory Technician		
4304	Senior Library Technical Assistant		
5600	Senior Licensed Practical Nurse		
5603	Senior Medical Technologist		
8413	Senior Police Communications Operator		
8411	Senior Police Service Technician		
6311	Senior Printing Equipment Operator		
0942	Senior Property Manager		
0815	Senior Purchasing Agent		
3818	Senior Radio Account Representative		
6452	Senior Refrigeration Mechanic		

APPENDIX A-2

POSITION CLASSIFICATIONS COMPRISING THE AFSCME BARGAINING UNIT SORTED BY POSITION CLASS CODE

The parties have agreed that all scheduled regular full-time and part-time non-professional employees whose position classifications are included in this list are within the NON-PROFESSIONAL BARGAINING UNIT (PERC Certification No. 1533) and that this list may be amended by mutual agreement of the parties or by order of the Florida Public Employees Relations Commission:

Class Code	Position Class Code	Class Code	Position Class Title
0001	Clerical Aide	3633	Cinematographer Videographer
0003	Clerk	3642	Scientific Photographer
0004	Sr. Clerk	3703	Graphic Artist
0078	Clerk Typist	3708	Medical/Biological Illustrator
0090	Word Processing Operator	3709	Art/Publication
0093	Sr. Word Processing Operator	3721	Senior Art/Publications Productions Specialist
0102	Secretary	3723	Audio Visual Equipment Operator
0108	Sr. Secretary	3725	Senior Audio-Visual Equipment Operator
0114	Executive Secretary	3726	Audio-Visual Specialist
0117	Senior Executive Secretary	3732	Information Specialist
0186	Cashier	3736	Senior Information Specialist
0261	Telephone System Operator	3751	Editorial Assistant
0321	Instructional Facilities Scheduler	3754	Assistant Editor
0380	Extension Program Assistant	3775	Broadcast Writer/Announcer
0705	Office Assistant	3781	Broadcast Specialist
0710	Administration Asst.	3783	Senior Broadcast Specialist
0715	Senior Administrative Assistant	3789	Television Camera Operator
0716	Office Manager	3790	Broadcast Production/Program Assistant
0809	Purchasing Agent	3805	Marketing Specialist
0815	Senior Purchasing Agent	3810	Radio Sales Representative
0918	Storekeeper/Receiving Clerk	3812	Radio Marketing Representative
0921	Senior Storekeeper/Receiving Clerk	3814	Radio Account Executive
0939	Property Manager	3818	Senior Radio Account Representative
0942	Senior Property Manager	4142	Teacher's Aide
1306	Child Care Group Leader	4206	Program Asst.
1310	Vocational Trainer	4243	University AFSCME Program Specialist
1311	Senior Vocational Trainer	4245	Sr. University AFSCME Program Specialist
1322	Training Specialist	4262	Financial Aide Officer
1328	Senior Training Specialist	4264	Senior Financial Aide Officer
1415	Fiscal Assistant	4274	Admissions/Registrar Officer
1418	Senior Fiscal Assistant	4275	Senior Admissions/Registrar Officer
1601	Collections/Loan Manager	4282	Teaching Laboratory Specialist
1712	Financial Assistant Counselor	4303	Library Technical Assistant
2001	Data Processing Operator	4304	Senior Library Technical Asst.
2013	Data Procession Control Specialist	4503	Landscape Designer
2020	Computer Operator	4600	Broadcast Engineering Technician
2023	Senior Computer Operator	4601	Broadcast Engineering Technologist
2031	Telecommunications Specialist	4604	Sr. Broadcast Engineering Technologist
2033	Telecommunications Technician	4605	Engineering Assistant

2035	Sr. Telecommunications Specialist	4609	Engineering Technician/Designer
2050	Computer Support Specialist	4611	Research Engineering Support Specialist
2052	Sr. Computer Support Specialist	4613	Sr. Research Engineering Support Specialist
2056	Computer Support Analyst	4627	Sr. Engineering Technician Designer
2060	Computer Repair Technician	4630	Engineer
2064	Sr. Computer Repair Technician	4633	Senior Engineer
2101	Computer Programmer	4691	Construction Projects Specialist
2102	Computer Programmer Analyst	5003	Electron Microscope Technician
2103	Sr. Computer Programmer Analyst	5006	Sr. Electron Microscope Technician
2111	Systems Operator	5009	Electron Microscope Manager
2113	Sr. Systems Operator	5017	Laboratory Technician
2401	Grants Assistant	5027	Senior Laboratory Technician
2709	Archaeologist	5033	Biological Scientist
2731	Costumer	5035	Senior Biological Specialist
2754	Museum Preparatory	5043	Chemist
2757	Museum Artisan	5045	Senior Chemist
2760	Museum Operations Specialist	5083	Sr. Teaching Laboratory Specialist
2796	Archivist	5110	Geologist
2814	Fine Arts Production Specialist	5121	Research Physicist
3109	Statistician	5123	Senior Research Physicist
3120	Senior Statistician	5125	Health Physicist
3603	Photographic Film Developer	5127	Senior Health Physicist
3615	Photographer	5505	Health Support Aide
5518	Health Support Technician	6466	Maintenance Mechanic
5521	Sr. Health Support Technician	6467	Maintenance Specialist
5523	Certified Radiological Technologist	6468	Instrument Maker-Designer
5557	Therapy Aide	6471	Piano Technician
5562	Rehabilitation Specialist	6474	Sign Maker/Upholster
5570	Ophthalmic Technologist	6483	Build Projects Specialist
5576	Ophthalmic Photographer	6484	Building Construction Inspector
5578	Respiratory Care Technician	6486	Facilities Construction Specialist
5592	Psychological Aide	6514	Scientific Glassblower
5599	Licensed Practical Nurse	6516	Machinist
5600	Sr. Licensed Practical Nurse	6520	Laboratory Machinist Specialist
5602	Medical Technologist	6526	Custodial Worker
5603	Sr. Medical Technologist	6527	Sr. Custodial Worker
5625	Sterile Equipment Aide	6530	Senior Custodial Worker
5632	Dental Assistant	6539	Asst. Automotive Equipment Mechanic
5641	Dental Hygienist	6540	Automotive Equipment Mechanic
5644	Dental Technician	6552	Marine Mechanic
5647	Senior Dental Technician	6556	Marine Engine Specialist
5666	Medical Records Specialist	6561	Marine Assistant
5728	Community Youth Leader	6563	Assistant Marine Captain
5750	Behavioral Program Specialist	7233	Electronic Technician
5751	Sr. Behavioral Program Specialist	7234	Senior Electronic Technician
5753	Interpreter for Individual with Hearing Impairment	7401	Veterinary Hospital Technician
5875	Human Service Program Specialist	7404	Assistant Laboratory Animal Technician
6203	Support Service Aide	7406	Laboratory Trainer
6210	Chef	7407	Senior Laboratory Animal Technician
6212	Catering Specialist	7417	Veterinary Care Technician

6213	Food Service Worker	7425	Farrier
6226	Laundry Service Specialist	7520	Agricultural Assistant
6227	Launderer	7521	Senior Agricultural Assistant
6306	Printing Assistant	8200	Security Guard
6310	Printing Equipment Operator	8203	Senior Security Guard
6311	Sr. Printing Equipment Operator	8401	Campus Parking Patroller
6312	Printing Production Supervisor	8402	Sr. Campus Parking Patroller
6321	Assistant Print Shop Manager	8410	Police Service Technician
6330	HVAC Operator	8411	Sr. Police Service Technician
6331	Senior HVAC Operator	8412	Police Communications Operator
6336	Sr. Treatment Plant Operator	8413	Sr. Police Communications Operator
6339	Motor Vehicle Operator	8700	Radiation Control Technician
6367	Sr. Motor Vehicle Operator	8726	Building Safety Inspector
6368	Heavy Equipment Operator		
6369	Sr. Heavy Equipment Operator		
6371	Fire Equipment Mechanic		
6374	Maintenance Support Worker		
6389	Laborer		
6394	Groundskeeper		
6395	Senior Groundskeeper		
6405	Recreational/Educational Facility Specialist		
6423	Locksmith		
6426	Painter		
6432	Carpenter		
6435	Roofer		
6438	Cabinet Maker		
6441	Plumber		
6444	Electrician		
6445	Senior Electrician		
6447	Mason		
6450	Steamfitter		
6451	Refrigeration Mechanic		
6452	Sr. Refrigeration Mechanic		
6453	Sheet Metal Worker		
6456	Welder		

APPENDIX B

NEW COLLEGE OF FLORIDA

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFSCME
DUES DEDUCTIONS AUTHORIZATION

(Full Name - Print)

(College "N" Number)

An employee of New College of Florida and a member of the bargaining unit duly represented by AFSCME, direct the College to deduct from my regular biweekly or monthly salary the membership dues in the amount established by AFSCME.

The College is directed to begin the appropriate dollar deduction with the first full pay period commencing not earlier than seven calendar days following the date this authorization form is received by the College and to continue said deduction until: 1) revoked by me at any time upon 30 days written notice to the College, 2) my transfer, promotion or demotion out of this bargaining unit, 3) the termination of my employment, or 4) revoked pursuant to Section 447.507, Florida Statutes. The deduction made pursuant to this authorization shall be transmitted to the employee organization certified to represent this unit.

MY SIGNATURE HEREON IS AUTHORIZATION FOR THE COLLEGE TO RELEASE MY COLLEGE "N" NUMBER TO AFSCME IN REPORTING DUES DEDUCTIONS.

Date: _____

Signature: _____

Distribution of Copies:

Original – College
1st Copy - AFSCME
2nd Copy – Employee

10/10/10

Introduction

The purpose of this report is to

investigate the effect of the concentration of the solution on the rate of reaction.

The reaction is:

$$2\text{H}_2\text{O}_2 \rightarrow 2\text{H}_2\text{O} + \text{O}_2$$

The rate of reaction can be measured by the volume of oxygen gas produced in a given time.

The rate of reaction is expected to increase with the concentration of the solution.

The results of the experiment are shown in the table below.

The rate of reaction is expected to increase with the concentration of the solution.