**AMENDMENT TO THE**
**COLLECTIVE BARGAINING AGREEMENT**
**between**
**New College of Florida (NCF)**
**and the Florida Public Employees Council 79, American Federation of State, County and Municipal Employees, AFL-CIO, Local 591 (AFSCME)**

**WHEREAS,** on September 16, 2006 NCF and AFSCME executed a Collective Bargaining Agreement (Agreement) effective through June 30, 2009; and

**WHEREAS,** Article 27.1 A. of the Agreement provides for an annual renegotiation of Wages, Benefits, and up to two (2) additional articles chosen by each party; and

**WHEREAS,** Article 7 (Wages), Article 11 (Leaves of Absence/Holidays) and Article 18 (Method of Filling Vacancies) were renegotiated during the 2007-08 contract year; and

**WHEREAS,** AFSCME ratified the amended articles on January 24, 2008; and

**WHEREAS,** NCF ratified the amended articles on January 29, 2008; and

**WHEREAS** Article 25.3 of the Agreement requires that any amendment thereto be effected in writing by the Parties;

**NOW, THEREFORE, the following amended articles are hereby incorporated into the 2006-2009 Agreement:**

## ARTICLE 7
## WAGES

For Fiscal Year 2007-2008 the College will implement salary increases in accordance with the following provisions:

7.1 One-Time Lump Sum Bonus:

A. In addition to the non-recurring one-time lump sum bonus payment of $1,000, less any applicable taxes and withholding, that eligible employees received on November 2, 2007 in accordance with a Memorandum of Agreement executed on October 17, 2007, each eligible employee shall receive an additional non-recurring one-time lump sum bonus payment of $2,000, 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.

B. This additional bonus shall be paid not more than two weeks following the latest date of labor and management ratification of this new collective bargaining agreement.

7.2 Competitive Pay Adjustment: Each eligible employee shall receive a competitive pay adjustment of 2.0 percent to the employee's December 29, 2007, base rate of pay. This

adjustment shall be retroactive to December 30, 2007.

7.3 Eligible Employee:

A. With respect to 7.1 and 7.2, eligible employee refers to an employee who is, at a minimum, meeting his or her required performance standards (effective rating). If an ineligible employee (marginal or unsatisfactory rating) achieves performance standards (effective rating) subsequent to implantation of the one time lump sum bonus and the competitive pay adjustment but on or before the end of the fiscal year, the employee may receive the one time lump sum bonus and competitive pay adjustment. Such delayed increase shall be effective on the date of that performance evaluation and shall not be retroactive.

B. Each eligible employee must have been employed by the College as of July 1, 2007, and must have been continuously employed through the latest date of labor and management ratification of this new collective bargaining 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.

## ARTICLE 18
## METHOD OF FILLING VACANCIES

18.1 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.

B. 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.

18.2 Procedures.

A. All vacancies shall be posted on the College's "Position 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 shall be eligible for provisions of this Article.

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.

**IN WITNESS THEREOF, the parties have set their signatures this _____ day of February in the year of 2008.**

**FOR THE NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES:**

_____
Walter L. "Mickey" Presha, Chairman

_____
Gordon E. Michalson, Jr. President

_____
John U. Martin, Chief Negotiator

**FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES:**

_____
Michael Temple, Chief Negotiator

_____
Jerry Harenza

_____
Allison Roan, Bargaining Unit President

# Collective Bargaining Agreement

between

# NEW COLLEGE OF FLORIDA

and

# Florida Public Employees Council 79
# American Federation of State, County and Municipal Employees
# AFL-CIO

## 2006-2009

# TABLE OF CONTENTS

PREAMBLE ..... 3
ARTICLE 1: RECOGNITION ..... 3
ARTICLE 2: DEFINITIONS ..... 3
ARTICLE 3: MANAGEMENT RIGHTS ..... 4
ARTICLE 4: NO STRIKE ..... 4
ARTICLE 5: AFSCME ACTIVITIES ..... 5
ARTICLE 6: AFSCME DEDUCTIONS ..... 8
ARTICLE 7: WAGES ..... 10
ARTICLE 8: HOURS OF WORK ..... 10
ARTICLE 9: BENEFITS ..... 12
ARTICLE 10: LEARNING OPPORTUNITIES ..... 13
ARTICLE 11: LEAVES OF ABSENCE/HOLIDAYS ..... 14
ARTICLE 12: ON-CALL AND CALL-BACK ..... 15
ARTICLE 13: CHANGE IN ASSIGNMENT ..... 16
ARTICLE 14: CLASSIFICATION REVIEW ..... 17
ARTICLE 15: CONTRACTING OUT ..... 17
ARTICLE 16: HEALTH AND SAFETY ..... 18
ARTICLE 17: LAYOFFS AND RECALL ..... 19
ARTICLE 18: METHOD OF FILLING VACANCIES ..... 20
ARTICLE 19: NONDISCRIMINATION ..... 20
ARTICLE 20: PERFORMANCE EVALUATIONS ..... 21
ARTICLE 21: PERSONNEL RECORDS ..... 22
ARTICLE 22: JUST CAUSE AND DISCIPLINARY ACTIONS ..... 23
ARTICLE 23: GRIEVANCE PROCEDURE ..... 24
ARTICLE 24: PREVAILING RIGHTS ..... 30
ARTICLE 25: TOTALITY OF AGREEMENT ..... 31
ARTICLE 26: SAVINGS CLAUSE ..... 31
ARTICLE 27: DURATION ..... 32
APPENDIX A-1: QUALIFYING POSITIONS BY CLASS TITLE ..... 34
APPENDIX A-2: QUALIFYING POSITIONS BY CLASS CODE ..... 37
APPENDIX B: DUES DEDUCTIONS AUTHORIZATION ..... 40
APPENDIX C: GRIEVANCE FORM ..... 41

## 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 calendar 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 probationary period 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, permanent 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 have 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.

## 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 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 President 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.

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 President 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, 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 President 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 591pl: shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with no more than four

(4) employees designated at NCF; 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.

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 the purpose of 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 President 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. 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 www.ncf.edu a copy of the ratified Agreement. The College will also provide all bargaining unit employees with a printed copy of the Agreement at no cost to 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. Once an account is established

but is dormant for 90 days or longer, the account may be deactivated.

5.6 Rules and Agendas.

A. The College shall make available on its website at www.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 www.ncf.edu a copy of its personnel regulations and procedures.

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 proved written comments, concerns, or suggested revisions to the College contact person within ten (10) days of receipt of the notice. AFSCME's suggestions will be considered by the College's Board of Trustees at a scheduled public hearing. Nothing in this Section precludes or limits, or is intended to preclude or limit, AFSCME from exercising rights related to regulation development as adopted by the Florida Board of Governors.

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 four (4) 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 the purpose of 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.

## 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. 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

7.1 Salary Increase.

For Fiscal Year 2006-2007 the College will implement salary increases as follows:

A. Each eligible employee shall receive a competitive pay adjustment of 3% to the employee's September 30, 2006, base rate of pay, effective retroactively to July 1, 2006 or date of employment, whichever is closest to September 30, 2006. Each eligible part-time employee shall receive a competitive pay adjustment prorated based on the full-time equivalency of his or her position.

B. All regular employees are eligible for the increase, if employed at the College in an established position on or before September 30, 2006. An eligible employee refers to all regular employees other than those that have a current performance evaluation on file with an overall performance rating of (M) Marginal or (U) Unsatisfactory.

C. If an employee is ineligible due to a current marginal or unsatisfactory performance evaluation in effect on the date of the annual salary increase, the employee shall receive such increase if the employee attains at least an (E) Effective overall performance rating prior to July 1, 2007. Such delayed increase shall be effective on the date of that performance evaluation and shall not be retroactive.

7.2 The College and AFSCME agree to begin discussions, on or about November 1, 2006, on wages for the Fiscal Year 2007-2008, utilizing various salary and benefits studies that either AFSCME and/or the College may conduct. The purpose of the early start of this review is to allow sufficient time to consider salary and benefits needs in relation to other College operating budget needs in advance of the 2007 legislative session. The College's agreement to consider and discuss various salary and benefits studies does not guarantee that budget will be available to fund any additional increases for Fiscal Year 2007-2008 or that any additional increases will be negotiated.

## 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 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 work week 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 the purpose of 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 or promotion.

8.3 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.

8.4 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.

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 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 to be 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 sexual harassment.

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 Education Assistance Program.

Employees may participate in the College's Education Assistance Program in accordance with the College's Regulation governing such.

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 anyway 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)
- Veterans' Day (November 11)
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day (December 25)

Winter Break – At the discretion of the College's Board of Trustees, 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.

## ARTICLE 12
## ON-CALL AND CALL-BACK

12.1 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 circumstances, 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.

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 fee in an amount of one dollar ($1.00) per hour for each hour such employee is required to be on-call.

C. An employee who is required to be on-call on a Saturday, Sunday, or College holiday will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the College's hourly minimum for the Refrigeration Mechanic class (Class Code 6451, USPS Pay Grade 19)

for each hour such employee is required to be available.

D. If an on-call period is less than one (1) hour, the employee shall be paid for one hour.

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.

## 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 AFCSME 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 additional to any other requirements to be considered, provisions which:

A. Require the proposers to offer to employer 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.

The AFSCME local union president will appoint at least one employee to serve on a College-wide safety committee.

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.

## ARTICLE 17
## LAYOFFS AND RECALL

17.1 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.

C. The College shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid off employees.

D. 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.

E. 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.

17.2 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 18
## METHOD OF FILLING VACANCIES

18.1 Policy.

A. 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.

B. 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.

C. 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.

18.2 Procedures.

A. Employees who have attained regular status in their current class shall be eligible for provisions of this Article.

B. 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.

## ARTICLE 19
## NONDISCRIMINATION

19.1 Neither the College nor AFSCME shall discriminate against any employee based upon race, color, sex, religion, national origin, age, veteran status, disability, sexual orientation, 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.

19.2 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.

19.3 Employees may avail themselves of the provisions of the Whistleblower's Act (Section 112.3187, Florida Statutes).

19.4 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).

19.5 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.

19.6 Reasonable Accommodation. The College is subject to provisions of the Americans with Disabilities Act and shall comply with this law.

## ARTICLE 20
## PERFORMANCE EVALUATIONS

20.1 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.

B. The performance appraisal shall normally be prepared by the employee's immediate supervisor and reviewed by the department head. Department heads will 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.

20.2 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.

20.3 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 but only through Step 2. 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 21
## PERSONNEL RECORDS

21.1 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.

21.2 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 22
## JUST CAUSE AND DISCIPLINARY ACTIONS

22.1 Policy.

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.

22.2 Just Cause.

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

22.3 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. Oral reprimands shall not be grievable under the provisions of this Agreement. Records of oral 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 one (1) year. Such oral reprimands shall be placed in a sealed envelope and marked "Invalid in accordance with Section 7.3(B)" at any time after that one (1) year period upon written request of the employee.

C. Written reprimands 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 reprimands shall be placed in a sealed envelope and marked "Invalid in accordance with Section 7.3(C)" any time after that two (2) year period upon written request of the employee.

D. The employee's signature on a written reprimand only indicates that the employee received a copy of the reprimand and not that the employee agrees to it. This statement will appear under the signature of the employee being reprimanded.

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.

22.4 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 and 6.

22.5 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 23
## GRIEVANCE PROCEDURE

23.1 General Provisions.

A. The College and AFSCME encourage informal resolution of employee complaints. To that end, employees should discuss their complaints as soon as possible 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 thirty (30) 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 or requires reasonable travel time 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. One Appendix C may be filed in a grievance with more than one grievant, provided that it bears the signatures of all grievants. 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.

23.2 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's 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.

23.3 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 fifteen (15) 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 thirty (30) 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 30th 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 thirty (30) 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 thirty (30) 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 30th 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.

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. Within sixty days after ratification of this Agreement, the College and AFSCME shall select an Arbitration Panel. The panel shall have three (3) members who are mutually selected by the College and AFSCME to serve for the term of this Agreement. If agreement is not reached on one or more of the arbitrators, the remaining arbitrators shall be selected by alternately striking from a list until the required number of names remains. The list shall be compiled by each party appointing an equal number of persons. The party to strike first shall be determined by the flip of a coin.

b. Within thirty days after the College's receipt of a notice of arbitration, the parties shall 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 a member of the Arbitration Panel.

4. Arbitration hearings shall be held at times and locations agreed to by the College and AFSCME, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration shall be held in Sarasota, Florida unless mutually agreed to otherwise.

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.

23.4 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.

23.5 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 24
## PREVAILING RIGHTS

24.1 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.

24.2 Employees may access these provisions at the College's Human Resources web site or by visiting the Office or Human Resources. A summary of benefits is also included in the Employee Handbook.

24.3 AFSCME retains its rights to demand to negotiate changes in terms and conditions of employment in accordance with Chapter 447, Florida Statutes.

24.4 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 25
## TOTALITY OF AGREEMENT

25.1 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.

25.2 Obligation to Bargain.

Except as provided in Article 24.4, 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.

25.3 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 26
## SAVINGS CLAUSE

26.1 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.

26.2 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 27
# DURATION

27.1 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, 2009, 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 re-negotiations shall begin no later than June 1, 2007 for the 2007-08 re-opener negotiations and June 1, 2008 for the 2008-09 re-opener negotiations.

B. Negotiations for a successor Agreement shall begin no later than April 1, 2009. 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 of time.

27.2 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 16th day of September in the year of 2006.

FOR THE NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES:

Robert M. Johnson, Chairman

Gordon E. Michalson, Jr., President

John U. Martin, Chief Negotiator

Dick Olney

Steve Pfeiffer

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

Michael Temple, Chief Negotiator

Joyce Alspaugh

George Englert

Allison Roan

Francena P. Richardson

# APPENDIX A-1
## (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 TITLE | CLASS CODE | POSITION TITLE |
|---|---|---|---|
| 0710 | Administrative Asst. | 2060 | Computer Repair Technician |
| 4274 | Admissions/Registrar Officer | 2056 | Computer Support Analyst |
| 7520 | Agricultural Asst. | 2050 | Computer Support Specialist |
| 2709 | Archaeologist | 4691 | Construction Projects Specialist |
| 2796 | Archivist | 2731 | Costumer |
| 3709 | Art/Publication | 6526 | Custodial Worker |
| 6539 | Asst. Automotive Equipment Mech. | 2013 | Data Processing Control Specialist |
| 3754 | Asst. Editor | 2001 | Data Processing Operator |
| 7404 | Asst. Laboratory Animal Technician | 5632 | Dental Asst. |
| 6563 | Asst. Marine Captian | 5641 | Dental Hygienist |
| 6321 | Asst. Print Shop Manager | 5644 | Dental Technician |
| 3723 | Audio Visual Equipment Operator | 3751 | Editorial Asst. |
| 3726 | Audio-Visual Specialist | 6444 | Electrician |
| 6540 | Automotive Equipment Mechanic | 5009 | Electron Microscope Manager |
| 5750 | Behavioral Program Specialist | 5003 | Electron Microscope Technician |
| 5033 | Biological Scientist | 7233 | Electronic Technician |
| 4600 | Broadcast Engineering Technician | 4630 | Engineer |
| 4601 | Broadcast Engineering Technologist | 4605 | Engineering Asst. |
| 3790 | Broadcast Production/ Program Asst. | 4609 | Engineering Technician/Designer |
| 3781 | Broadcast Specialist | 0114 | Executive Secretary |
| 3775 | Broadcast Writer/Announcer | 0380 | Extension Program Asst. |
| 6484 | Building Construction Inspector | 6486 | Facilities Construction Specialist |
| 6483 | Building Projects Specialist | 7425 | Farrier |
| 8726 | Building Safety Inspector | 4262 | Financial Aide Officer |
| 6438 | Cabinet Maker | 1712 | Financial Asst. Counselor |
| 8401 | Campus Parking Patroller | 2814 | Fine Arts Production Specialist |
| 6432 | Carpenter | 6371 | Fire Equipment Mechanic |
| 0186 | Cashier | 1415 | Fiscal Asst. |
| 6212 | Catering Specialist | 6213 | Food Service Worker |
| 5523 | Certified Radiological Technologist | 5110 | Geologist |
| 6210 | Chef | 2401 | Grants Asst. |
| 5043 | Chemist | 3703 | Graphic Artist |
| 1306 | Child Care Group Leader | 6394 | Groundskeeper |
| 3633 | Cinematographer/Videographer | 5125 | Health Physicist |
| 0001 | Clerical Aide | 5505 | Health Support Aide |
| 0003 | Clerk | 5518 | Health Support Technician |
| 0078 | Clerk Typist | 6368 | Heavy Equipment Operator |
| 1601 | Collections/Loan Manager | 5875 | Human Services Program Specialist |
| 5728 | Community Youth Leader | 6330 | HVAC Operator |
| 2020 | Computer Operator | 3732 | Information Specialist |
| 2101 | Computer Programmer | 0321 | Instructional Facilities Scheduler |
| 2102 | Computer Programmer Analyst | 6468 | Instrument Maker-Designer |

| CLASS CODE | POSITION TITLE | CLASS CODE | POSITION TITLE |
|---|---|---|---|
| 5753 | Interpreter for Hearing Impaired | 4611 | Research Engin. Support Specialist |
| 6520 | Laboratory Machinist Specialist | 5121 | Research Physicist |
| 5017 | Laboratory Technician | 5578 | Respiratory Care Technician |
| 7406 | Laboratory Trainer | 6435 | Roofer |
| 6389 | Laborer | 6514 | Scientific Glassblower |
| 4503 | Landscape Designer | 3642 | Scientific Photographer |
| 6227 | Launderer | 0102 | Secretary |
| 6226 | Laundry Service Specialist | 8200 | Security Guard |
| 4303 | Library Technical Asst. | 0715 | Sr. Administrative Asst. |
| 5599 | Licensed Practical Nurse | 4275 | Sr. Admissions/Registrar Officer |
| 6423 | Locksmith | 7521 | Sr. Agricultural Asst. |
| 6516 | Machinist | 3721 | Sr. Art/Publications Prod. Specialist |
| 6466 | Maintenance Mechanic | 3725 | Sr. Audio-Visual Equip. Operator |
| 6467 | Maintenance Specialist | 5751 | Sr. Behavioral Program Specialist |
| 6374 | Maintenance Support Worker | 5035 | Sr. Biological Scientist |
| 6561 | Marine Asst. | 3783 | Sr. Broadcast Specialist |
| 6556 | Marine Engine Specialist | 4604 | Sr. Broadcast Engineering Tech. |
| 6552 | Marine Mechanic | 8402 | Sr. Campus Parking Patroller |
| 3805 | Marketing Specialist | 5045 | Sr. Chemist |
| 6447 | Mason | 2023 | Sr. Computer Operator |
| 5666 | Medical Records Specialist | 2103 | Sr. Computer Programmer Analyst |
| 5602 | Medical Technologist | 2064 | Sr. Computer Repair Technician |
| 3708 | Medical/Biological Illustrator | 6530 | Sr. Custodial Worker |
| 6339 | Motor Vehicle Operator | 5647 | Sr. Dental Technician |
| 2757 | Museum Artisan | 6445 | Sr. Electrician |
| 2760 | Museum Operations Specialist | 5006 | Sr. Electron Microscope Technician |
| 2754 | Museum Preparator | 7234 | Sr. Electronic Technician |
| 0705 | Office Asst | 4633 | Sr. Engineer |
| 0716 | Office Manager | 4627 | Sr. Engineering Technician Designer |
| 5576 | Ophthalmic Photographer | 0117 | Sr. Executive Secretary |
| 5570 | Ophthalmic Technologist | 4264 | Sr. Financial Aid Officer |
| 6426 | Painter | 1418 | Sr. Fiscal Asst. |
| 3615 | Photographer | 6395 | Sr. Groundskeeper |
| 3603 | Photographic Film Developer | 5127 | Sr. Health Physicist |
| 6471 | Piano Technician | 5521 | Sr. Health Support Technician |
| 6441 | Plumber | 6369 | Sr. Heavy Equipment Operator |
| 8412 | Police Communications Operator | 6331 | Sr. HVAC Operator |
| 8410 | Police Service Technician | 3736 | Sr. Information Specialist |
| 6306 | Printing Asst. | 7407 | Sr. Laboratory Animal Technician |
| 6310 | Printing Equipment Operator | 5027 | Sr. Laboratory Technician |
| 6312 | Printing Production Supervisor | 4304 | Sr. Library Technical Asstistant |
| 4206 | Program Asst | 5600 | Sr. Licensed Practical Nurse |
| 0939 | Property Manager | 5603 | Sr. Medical Technologist |
| 5592 | Psychological Aide | 8413 | Sr. Police Communications Operator |
| 0809 | Purchasing Agent | 8411 | Sr. Police Service Technician |
| 8700 | Radiation Control Technician | 6311 | Sr. Printing Equipment Operator |
| 3814 | Radio Account Executive | 0942 | Sr. Property Manager |
| 3812 | Radio Marketing Representative | 0815 | Sr. Purchasing Agent |
| 3810 | Radio Sales Representative | 3818 | Sr. Radio Account Representative |
| 6405 | Rec./ Ed. Facility Specialist | 6452 | Sr. Refrigeration Mechanic |
| 6451 | Refrigeration Mechanic | 4613 | Sr. Research Engin. Support Spec. |
| 5562 | Rehabilitation Specialist | 5123 | Sr. Research Physicist |

| CLASS CODE | POSITION TITLE | CLASS CODE | POSITION TITLE |
|---|---|---|---|
| 0108 | Sr. Secretary | 5625 | Sterile Equipment Aide |
| 8203 | Sr. Security Guard | 0918 | Storekeeper/Receiving Clerk |
| 3120 | Sr. Statistician | 6203 | Support Service Aide |
| 0921 | Sr. Storekeeper/Receiving Clerk | 2111 | Systems Operator |
| 2113 | Sr. Systems Operator | 4142 | Teacher's Aide |
| 5083 | Sr. Teaching Laboratory Specialist | 4282 | Teaching Laboratory Specialist |
| 2035 | Sr. Telecommunications Specialist | 2031 | Telecommunications Specialist |
| 1328 | Sr. Training Specialist | 2033 | Telecommunications Technician |
| 6336 | Sr. Treatment Plant Operator | 0261 | Telephone System Operator |
| 4245 | Sr. University AFSCME Prog. Spec. | 3789 | Television Camera Operator |
| 1311 | Sr. Vocational Trainer | 5557 | Therapy Aide |
| 6453 | Sheet Metal Worker | 1322 | Training Specialist |
| 6474 | Sign Maker/Upholsterer | 4243 | University AFSCME Program Spe- |
| 0004 | Sr. Clerk | cialist | |
| 2052 | Sr. Computer Support Specialist | 7417 | Veterinary Care Technician |
| 6527 | Sr. Custodial Worker | 7401 | Veterinary Hospital Technician |
| 6367 | Sr. Motor Vehicle Operator | 1310 | Vocational Trainer |
| 0093 | Sr. Word Processing Operator | 6456 | Welder |
| 3109 | Statistician | 0090 | Word Processing Operator |
| 6450 | Steamfitter | | |

# APPENDIX A-2
## (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 TITLE | CLASS CODE | POSITION TITLE |
|---|---|---|---|
| 0001 | Clerical Aide | 2056 | Computer Support Analyst |
| 0003 | Clerk | 2060 | Computer Repair Technician |
| 0004 | Sr. Clerk | 2064 | Sr. Computer Repair Technician |
| 0078 | Clerk Typist | 2101 | Computer Programmer |
| 0090 | Word Processing Operator | 2102 | Computer Programmer Analyst |
| 0093 | Sr. Word Processing Operator | 2103 | Sr. Computer Programmer Analyst |
| 0102 | Secretary | 2111 | Systems Operator |
| 0108 | Sr. Secretary | 2113 | Sr. Systems Operator |
| 0114 | Executive Secretary | 2401 | Grants Asst. |
| 0117 | Sr. Executive Secretary | 2709 | Archaeologist |
| 0186 | Cashier | 2731 | Costumer |
| 0261 | Telephone System Operator | 2754 | Museum Preparator |
| 0321 | Instructional Facilities Scheduler | 2757 | Museum Artisan |
| 0380 | Extension Program Asst. | 2760 | Museum Operations Specialist |
| 0705 | Office Asst | 2796 | Archivist |
| 0710 | Administrative Asst | 2814 | Fine Arts Production Specialist |
| 0715 | Sr. Administrative Asst. | 3109 | Statistician |
| 0716 | Office Manager | 3120 | Sr. Statistician |
| 0809 | Purchasing Agent | 3603 | Photographic Film Developer |
| 0815 | Sr. Purchasing Agent | 3615 | Photographer |
| 0918 | Storekeeper/Receiving Clerk | 3633 | Cinematographer/Videographer |
| 0921 | Sr. Storekeeper/Receiving Clerk | 3642 | Scientific Photographer |
| 0939 | Property Manager | 3703 | Graphic Artist |
| 0942 | Sr. Property Manager | 3708 | Medical/Biological Illustrator |
| 1306 | Child Care Group Leader | 3709 | Art/Publication |
| 1310 | Vocational Trainer | 3721 | Sr. Art/Publications Prod. Spec. |
| 1311 | Sr. Vocational Trainer | 3723 | Audio Visual Equipment Operator |
| 1322 | Training Specialist | 3725 | Sr. Audio-Visual Equip. Operator |
| 1328 | Sr. Training Specialist | 3726 | Audio-Visual Specialist |
| 1415 | Fiscal Asst. | 3732 | Information Specialist |
| 1418 | Sr. Fiscal Asst. | 3736 | Sr. Information Specialist |
| 1601 | Collections/Loan Manager | 3751 | Editorial Asst. |
| 1712 | Financial Asst. Counselor | 3754 | Asst. Editor |
| 2001 | Data Processing Operator | 3775 | Broadcast Writer/Announcer |
| 2013 | Data Processing Control Specialist | 3781 | Broadcast Specialist |
| 2020 | Computer Operator | 3783 | Sr. Broadcast Specialist |
| 2023 | Sr. Computer Operator | 3789 | Television Camera Operator |
| 2031 | Telecommunications Specialist | 3790 | Broadcast Production/ Program Asst. |
| 2033 | Telecommunications Technician | 3805 | Marketing Specialist |
| 2035 | Sr. Telecommunications Specialist | 3810 | Radio Sales Representative |
| 2050 | Computer Support Specialist | 3812 | Radio Marketing Representative |
| 2052 | Sr. Computer Support Specialist | 3814 | Radio Account Executive |

| CLASS CODE | POSITION TITLE | CLASS CODE | POSITION TITLE |
|---|---|---|---|
| 3818 | Sr. Radio Account Representative | 5603 | Sr. Medical Technologist |
| 4142 | Teacher's Aide | 5625 | Sterile Equipment Aide |
| 4206 | Program Asst | 5632 | Dental Asst. |
| 4243 | University AFSCME Prog. Spec. | 5641 | Dental Hygienist |
| 4245 | Sr. University AFSCME Prog. Spec. | 5644 | Dental Technician |
| 4262 | Financial Aide Officer | 5647 | Sr. Dental Technician |
| 4264 | Sr. Financial Aid Officer | 5666 | Medical Records Specialist |
| 4274 | Admissions/Registrar Officer | 5728 | Community Youth Leader |
| 4275 | Sr. Admissions/Registrar Officer | 5750 | Behavioral Program Specialist |
| 4282 | Teaching Laboratory Specialist | 5751 | Sr. Behavioral Program Specialist |
| 4303 | Library Technical Asst. | 5753 | Interpreter for Hearing Impaired |
| 4304 | Sr. Library Technical Asstistant | 5875 | Human Services Program Specialist |
| 4503 | Landscape Designer | 6203 | Support Service Aide |
| 4600 | Broadcast Engineering Technician | 6210 | Chef |
| 4601 | Broadcast Engineering Technologist | 6212 | Catering Specialist |
| 4604 | Sr. Broadcast Engineering Tech. | 6213 | Food Service Worker |
| 4605 | Engineering Asst. | 6226 | Laundry Service Specialist |
| 4609 | Engineering Technician/Designer | 6227 | Launderer |
| 4611 | Research Engin. Support Specialist | 6306 | Printing Asst. |
| 4613 | Sr. Research Engin. Support Spec. | 6310 | Printing Equipment Operator |
| 4627 | Sr. Engineering Technician Designer | 6311 | Sr. Printing Equipment Operator |
| 4630 | Engineer | 6312 | Printing Production Supervisor |
| 4633 | Sr. Engineer | 6321 | Asst. Print Shop Manager |
| 4691 | Construction Projects Specialist | 6330 | HVAC Operator |
| 5003 | Electron Microscope Technician | 6331 | Sr. HVAC Operator |
| 5006 | Sr. Electron Microscope Technician | 6336 | Sr. Treatment Plant Operator |
| 5009 | Electron Microscope Manager | 6339 | Motor Vehicle Operator |
| 5017 | Laboratory Technician | 6367 | Sr. Motor Vehicle Operator |
| 5027 | Sr. Laboratory Technician | 6368 | Heavy Equipment Operator |
| 5033 | Biological Scientist | 6369 | Sr. Heavy Equipment Operator |
| 5035 | Sr. Biological Scientist | 6371 | Fire Equipment Mechanic |
| 5043 | Chemist | 6374 | Maintenance Support Worker |
| 5045 | Sr. Chemist | 6389 | Laborer |
| 5083 | Sr. Teaching Laboratory Specialist | 6394 | Groundskeeper |
| 5110 | Geologist | 6395 | Sr. Groundskeeper |
| 5121 | Research Physicist | 6405 | Rec./ Ed. Facility Specialist |
| 5123 | Sr. Research Physicist | 6423 | Locksmith |
| 5125 | Health Physicist | 6426 | Painter |
| 5127 | Sr. Health Physicist | 6432 | Carpenter |
| 5505 | Health Support Aide | 6435 | Roofer |
| 5518 | Health Support Technician | 6438 | Cabinet Maker |
| 5521 | Sr. Health Support Technician | 6441 | Plumber |
| 5523 | Certified Radiological Technologist | 6444 | Electrician |
| 5557 | Therapy Aide | 6445 | Sr. Electrician |
| 5562 | Rehabilitation Specialist | 6447 | Mason |
| 5570 | Ophthalmic Technologist | 6450 | Steamfitter |
| 5576 | Ophthalmic Photographer | 6451 | Refrigeration Mechanic |
| 5578 | Respiratory Care Technician | 6452 | Sr. Refrigeration Mechanic |
| 5592 | Psychological Aide | 6453 | Sheet Metal Worker |
| 5599 | Licensed Practical Nurse | 6456 | Welder |
| 5600 | Sr. Licensed Practical Nurse | 6466 | Maintenance Mechanic |
| 5602 | Medical Technologist | 6467 | Maintenance Specialist |

| CLASS CODE | POSITION TITLE | CLASS CODE | POSITION TITLE |
|---|---|---|---|
| 6468 | Instrument Maker-Designer | 7234 | Sr. Electronic Technician |
| 6471 | Piano Technician | 7401 | Veterinary Hospital Technician |
| 6474 | Sign Maker/Upholsterer | 7404 | Asst. Laboratory Animal Technician |
| 6483 | Building Projects Specialist | 7406 | Laboratory Trainer |
| 6484 | Building Construction Inspector | 7407 | Sr. Laboratory Animal Technician |
| 6486 | Facilities Construction Specialist | 7417 | Veterinary Care Technician |
| 6514 | Scientific Glassblower | 7425 | Farrier |
| 6516 | Machinist | 7520 | Agricultural Asst. |
| 6520 | Laboratory Machinist Specialist | 7521 | Sr. Agricultural Asst. |
| 6526 | Custodial Worker | 8200 | Security Guard |
| 6527 | Sr. Custodial Worker | 8203 | Sr. Security Guard |
| 6530 | Sr. Custodial Worker | 8401 | Campus Parking Patroller |
| 6539 | Asst. Automotive Equip. Mechanic | 8402 | Sr. Campus Parking Patroller |
| 6540 | Automotive Equip. Mechanic | 8410 | Police Service Technician |
| 6552 | Marine Mechanic | 8411 | Sr. Police Service Technician |
| 6556 | Marine Engine Specialist | 8412 | Police Communications Operator |
| 6561 | Marine Asst. | 8413 | Sr. Police Communications Operator |
| 6563 | Asst. Marine Captian | 8700 | Radiation Control Technician |
| 7233 | Electronic Technician | 8726 | Building Safety Inspector |

# APPENDIX B
# NEW COLLEGE OF FLORIDA
# AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
# AFSCME DUES DEDUCTIONS AUTHORIZATION

I, _____

(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

# APPENDIX C
# NEW COLLEGE OF FLORIDA
# AFSCME GRIEVANCE FORM

Date Grievance Received: _____

Received in Human Resources By: _____

Step 1 Step 2 Arbitration

Grievant's Name:

Grievant's Classification/Position Title: _____

Grievant's Department/Office Phone: _____/_____)_____

Phone

Grievant's AFSCME Representative (if any): _____/_____

Phone

Date of Action Causing Grievance: _____

Specific Article(s) & Section(s) of Collective Bargaining Agreement or New College Regulation Alleged to Be Violated: _____

_____

_____

Describe Grievance (use attachments if necessary): _____

_____

_____

Remedy or Relief Requested (use attachments if necessary): _____

_____

_____

Grievant's Signature: _____ /_____

(Grievance will not be processed unless signed by Grievant) Date

AFSCME Representative's Signature (if applicable):

_____/_____

Date

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New College of Florida
5800 Bay Shore Road
Sarasota, FL 34243-2109