

**ARTICLE 3: ACADEMIC FREEDOM**

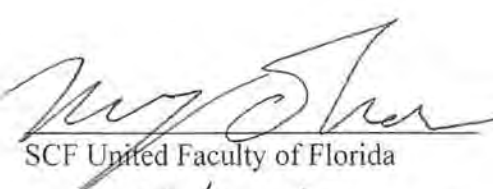
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State College of Florida, Manatee - Sarasota is dedicated to the preservation of a college atmosphere which encourages freedom of expression on campus for faculty and students so long as they do not attempt by word or deed to intimidate or restrain others who express a differing point of view. The College believes that academic freedom can survive as long as there is mutual respect among faculty and students for those who disagree.

All members of the faculty are entitled to academic freedom as generally defined in the 1940 Statement of Principles of Academic Freedom and Tenure formulated by the Association of American Colleges and the American Association of University Professors. Relevant provisions of this statement are accepted by the College as follows:

- A. Faculty members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the College.
- B. Faculty members are entitled to freedom in the classroom in discussing their subject but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.
- C. College and university faculty members are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as a citizen, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

  
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SCF Board of Trustees  
12/13/2022  
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Date

  
\_\_\_\_\_  
SCF United Faculty of Florida  
11/18/2022  
\_\_\_\_\_  
Date

1 **ARTICLE 8: FACULTY RIGHTS**

2 8.1. Non-Discrimination

- 3 A. The College and the Union agree to comply with all federal, state and local laws prohibiting  
4 discrimination and mutually agree that neither will discriminate against any employee or  
5 applicant for employment, on the basis of sex, pregnancy, race, religion, age, national  
6 origin/ethnicity, color, marital status, disability, genetic information, or sexual orientation.
- 7 B. Nothing in this paragraph will require the Union to process a grievance for non-Union  
8 members.

9 8.2. Non-Discrimination for Union Activity

- 10 A. All bargaining unit members shall have the right to join or to refrain from joining the Union.  
11 Neither the College nor the Union shall discriminate against any employee covered by this  
12 Agreement because of Union membership or non-membership.
- 13 B. Any claim or charge that the College or the Union is discriminating against a bargaining unit  
14 member on the basis of Union activity may be processed through the applicable grievance  
15 and/or arbitration procedure of this Agreement.

16 8.3. Representation

- 17 A. A bargaining unit member with a reasonable expectation that he or she may face disciplinary  
18 action or be the subject of an investigation by the College that may lead to disciplinary action,  
19 has the right to request a Union representative at any meeting with College administration. The  
20 decision whether to represent or accompany a bargaining unit member who is not a member  
21 of the Union rests solely with the Union.
- 22 B. The Union representative may not interfere with or obstruct the investigation, but shall have  
23 the right to speak privately with the employee and may ask questions or offer additional  
24 clarifying information during the interview.
- 25 C. The College may permit representation, at its sole discretion, in any other meeting between a  
26 bargaining unit member and a supervisor.
- 27 D. No bargaining unit member shall be disciplined or discriminated against for exercising these  
28 rights to representation.

29 8.4. Right to Privacy

30 An employee has the right to privacy with regard to his/her personal and/or private life, unless his  
31 or her actions adversely affect the legitimate interests of the College.

32 8.5. Personnel Files

- 33 A. There shall be one official personnel file for each bargaining unit member. The official file  
34 shall be maintained by the College's Office of Human Resources pursuant to §1012.81, Florida  
35 Statutes, and other applicable laws and regulations.
- 36 B. Anonymous complaints may be entered into or maintained in the bargaining unit member's  
37 personnel file pursuant to Article 17.2.E or as otherwise required by law.
- 38 C. Bargaining unit members shall be permitted to examine the contents of their official personnel

  
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39 file. Members shall have the right to answer or respond to any material in their official  
40 personnel file and to attach such responses pursuant to the laws of the State of Florida.

- 41 D. Bargaining unit members shall have a right to a copy of their official personnel file including  
42 limited-access records and shall be responsible for the duplication costs thereof at the rate of  
43 \$.15 per page or \$.20 per two-sided page unless available and provided in an electronic format.

44 8.6. Faculty Offices

- 45 A. The College shall provide each bargaining unit member with a lockable office with minimum  
46 furnishings. Offices shall meet or exceed minimum size requirements as required by applicable  
47 state statutes, administrative rules, and-/or state space utilization policies/procedures. In the  
48 event remodeling or similar circumstances necessitate temporary reassignments, temporary  
49 exceptions to this section may be made for the duration of the circumstances, provided the  
50 temporary reassignment provides minimum furnishings whenever possible. Minimum  
51 furnishings shall include the following.

- 52 1. Lockable desk  
53 2. Lockable file cabinet  
54 3. Bookshelf  
55 4. Desk chair  
56 5. Two student chairs  
57 6. Phone with voicemail capabilities

- 58 B. Bargaining unit members will have unimpeded access to their offices during normal operating  
59 hours on days of normal campus operations. If access is needed after normal operating hours,  
60 the bargaining unit member shall request access in accordance with the posted schedule for  
61 each location by contacting the campus security office. Upon verification of faculty  
62 identification, such request shall not be unreasonably denied.

- 63 C. The College shall provide each bargaining unit member a computer, which shall remain the  
64 property of the College, and internet access. At the reasonable request of the bargaining unit  
65 member this may be a desktop or a laptop computer (PC or, when approved by the applicable  
66 dean, Apple platform) with docking station and external keyboard, monitor, and mouse. The  
67 College will also provide network access both on and off campus, Internet access on campus,  
68 and reasonable access to a printer as close as practicable to the bargaining unit member's on-  
69 campus office. The College shall upgrade individual bargaining unit members' computer  
70 technology as needed for adequate fulfillment of their job duties, subject to budgetary  
71 limitations and operational needs of the College.

- 72 D. The College shall provide a telephone for each bargaining unit member's office. The use of  
73 telephones by the bargaining unit member shall be in accordance with College policies and  
74 procedures.

- 75 E. The College and the bargaining unit member shall take reasonable precautions to safeguard the  
76 security of College property.

77 8.7. Parking

78 On each campus the College shall provide off-street parking facilities for bargaining unit members.  
79 The Administration shall provide these facilities free of charge and within a reasonable distance  
80 of each building where faculty offices are located. The Administration will use reasonable best  
81 efforts to keep the parking areas maintained, lighted, and protected with security.

  
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82 8.8. Access to College Mail

83 A. The College shall make its internal mail service available to each bargaining unit member.  
84 Each member will be provided a mailbox or other appropriate mail pickup location at their  
85 assigned campus and will have access to their mail through mail service personnel during  
86 normal operating hours of the College.

87 B. The College will provide an email account and access to each bargaining unit member. At a  
88 minimum, email access shall be provided in the member's office and via the Internet or virtual  
89 private network (VPN) from off campus.

90 8.9. Outside Employment

91 A. The College recognizes that bargaining unit members may engage in outside employment and  
92 consultant activities. A member shall avoid conflict, or appearance of conflict, between their  
93 personal interest and the interest of the College in dealing with any organization or individual  
94 having, or seeking to have, any business, or other relationship with the College or with any  
95 organization or individual whose objectives or interests may be adverse to the College's  
96 interests. Bargaining unit members shall not engage in outside employment or self-  
97 employment which:

- 98 1. Conflicts with required work hours at the College.
- 99 2. Adversely affects College job performance.
- 100 3. Might reasonably be considered to conflict with College goals and objectives in the  
101 community.

102 B. Faculty members who engage in outside employment or self-employment shall be subject to  
103 applicable College policies, and shall:

- 104 1. Disclose to the College such outside employment or business interest;
- 105 2. Attest that such outside employment or business interest will not in any way interfere with  
106 his/her duties at the College or otherwise constitute a conflict of interest;
- 107 3. Assure that the employee shall not claim to be a College representative in connection with  
108 the outside employment or business interest; and
- 109 4. Assure that the employee shall not utilize the College name, logo, or other official  
110 documents of the College without prior specific approval of the President.

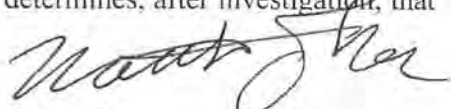

111 C. Faculty who engage in employment outside of the College will provide to their immediate  
112 supervisor written notice of such employment as soon as practicable, but in no event later than  
113 ten (10) business days after the start of such employment.

114 8.10. Consultant Fees

115 A faculty member shall have the right to any consultant fees earned which are not in violation of  
116 the laws of the State of Florida. When employed as consultants by outside agencies, faculty must  
117 take appropriate paid or unpaid leave in accordance with College policies and procedures.

118 8.11. Legal Assistance

119 Legal assistance shall be provided to a bargaining unit member when they have become involved  
120 in a legal issue and the College President or her/his designee determines, after investigation, that

  
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121 action taken by the member was justifiable and occurred in the normal course and scope of duties  
122 of his employment. The specifics of such assistance will be determined at the discretion of the  
123 College President and pursuant to law.

124 8.12. Safety and Security



125 A. Faculty members may enforce classroom or online behavioral expectations as set forth in their  
126 syllabi, approved and consistent with the College's syllabus template, as it exists from time to  
127 time, student handbook and college policy.

128 B. Class Disruption. A bargaining unit member may temporarily dismiss a student from class for  
129 one class period for disruptive behavior. A bargaining unit member may request of his  
130 immediate supervisor that a student who consistently and willfully acts in such a manner as to  
131 disrupt the course and interfere with other students be removed from a course.

132 C. Immediate Threats. A bargaining unit member who reasonably believes that circumstances,  
133 including but not limited to, a disruptive student, pose an immediate threat to the safety of the  
134 faculty and/or others and that an emergency exists, shall immediately call 9-1-1 and notify  
135 College security.

136 8.13. Duplication Facilities

137 The College shall provide duplication facilities and materials for work-related purposes associated  
138 with the bargaining unit member's contractual duties. Duplication facilities and materials shall be  
139 available at each campus at no cost to the member for work-related purposes. The College shall  
140 permit the member to oversee the duplication of his/her tests.

  
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**ARTICLE 11: GRIEVANCE AND ARBITRATION**

11.1. Grievance Overview

A. Purpose. The parties agree that a prompt and efficient procedure for the investigation and resolution of grievances, in accordance with Chapter 447, Part II Florida Statutes, and a timely and just settlement of grievances can best promote a harmonious and cooperative relationship between the parties and thus is of mutual concern and interest. Therefore, the parties shall attempt to settle all grievances promptly and fairly at the point of origin. In order to achieve this, the Grievant, Union and the Administration shall make available to one another all known relevant facts and provide in a timely manner such public documents and public information in accordance with law as may be requested to enable the parties to resolve grievances and maintain harmony within the College environment. The orderly process set forth in this Article shall be the sole method for the resolution of grievances.

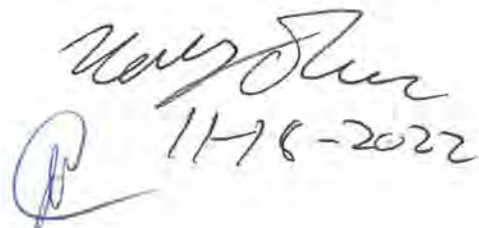
B. Definitions

1. Grievance - a dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement, or handbook, policies, or procedures specifically incorporated by reference in this Agreement.
2. Days, Work Days, or Working Days- as used in this Article, unless otherwise stated herein, shall exclude official College holidays applicable to bargaining unit members but shall include a regular workweek (Monday - Friday) excluding weekends (Saturday - Sunday). A "day" shall conclude at 4:30 p.m.
3. Grievant- any bargaining unit member, group of members, or the Union that files a grievance as defined in this Article
4. Respondent - the College or the appropriate administrator

C. Individual/ Union Grievances. The Union shall have the right to file and pursue grievances on behalf of individual bargaining unit members or groups of bargaining unit members, in accordance with this Article. The Union shall have the right to file and pursue grievances on behalf of itself, in accordance with this Article. The Union and bargaining unit member grievances shall be filed on forms mutually agreed to by the parties. The Union and bargaining unit member grievances shall be filed separately in separate grievance documents and if a grievance is filed on behalf of an individual it shall be signed by the individual grievant.

D. Grievance Processing by an Individual or the Union. Bargaining unit members, including Union representatives and officers, shall not permit the investigation or processing of grievances to interfere with their normal work responsibilities.

E. Representation. The Union shall have the right to represent, or not represent, any bargaining unit member, upon the bargaining unit member's request, at any step of this grievance procedure, provided, however that individual employees may, upon notice to UFF, initiate and represent themselves in processing their own individual grievances. The Union reserves the right not to represent non-members. The Union has the right to be present at any step of the Grievance Procedure whether or not the Union is representing the Grievant in the process.

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41 F. Non-Applicability of Grievance Procedure. This grievance procedure cannot be used by the  
42 Union or any bargaining unit member to dispute a decision by the College that involves the  
43 exercise of judgment including but not limited to decisions not to renew the contract of an  
44 employee on annual contract or to dispute a decision by the College not to award a contract,  
45 or a promotion, to a unit employee, except to the extent that a grievance alleges the failure by  
46 the Administration to follow the procedures set forth in this Agreement.

47 G. Time Limits and Contents of Grievance. The time limits set forth in this Article are of the  
48 essence and must be strictly complied with, but may be extended by mutual written agreement  
49 of the parties. A Grievant's or the Union's failure to process a grievance within the time limits  
50 set forth in this Article, or that fails to contain the required contents in the Grievance as set  
51 forth below, shall mean that the Grievance shall be treated as withdrawn. Upon the failure of  
52 the College to provide a response within the time limits provided in this Article, the Grievant  
53 or the Union may appeal to the next grievance step. In the event a deadline for action by either  
54 party should fall on a weekend, or College holiday, the deadline shall be extended to the next  
55 working day. Due to the importance of processing a Grievance as rapidly as possible, the  
56 number of days indicated at each level should be considered as a maximum, and every effort  
57 should be made to expedite the process. In order to be eligible for processing, a Grievance  
58 must be timely filed in the form set forth attached as Appendix B and contain the following:

- 59 1. The name of the Grievant, whether it is an individual employee or the Union.
- 60 2. The identification of the event or omission that gave rise to the Grievance and the time it  
61 occurred and a short, plain statement of the facts surrounding the grievance, with an  
62 explanation of how the contract was violated.
- 63 3. The citation of the particular sections and subsections of this Agreement (not articles alone)  
64 on which the Grievant relies.
- 65 4. A statement of the precise relief sought.
- 66 5. The signature of the Grievant(s).

67 H. Exceptions to Grievance and Arbitration. Unless specifically stated otherwise elsewhere in this  
68 Agreement, the provisions of this Grievance and Arbitration Article shall apply to the entire  
69 Agreement.

#### 70 11.2. Grievance Process

71 Grievances, properly and timely filed, shall be processed in accordance with the following  
72 procedure.

73 A. Step I. Within twenty (20) working days of the occurrence of the event or omission giving rise  
74 to the Grievance, or when the bargaining unit member first knew or reasonably should have  
75 known of such act or omission, if that date is later, an eligible Grievant shall file the Grievance  
76 document with the Department Chair or immediate supervisor and provide a copy to the  
77 Director of Human Resources. (If the complaint is with the Grievant's Department Chair or  
78 immediate supervisor, the Grievant may file the Grievance document with the next level  
79 supervisor.) Within ten (10) working days of the receipt of the Grievance, the Department  
80 Chair or immediate supervisor shall meet with the Grievant in an effort to resolve the problem.

*Walter Stone*

*11-18-2022*



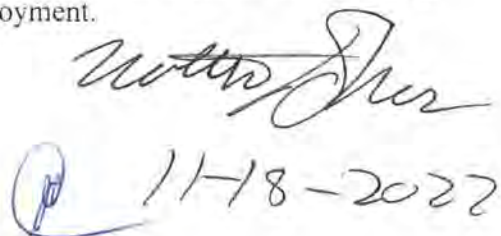
81 The Department Chair or immediate supervisor will be allowed ten (10) working days  
82 following the meeting to respond to the Grievance in writing. This written answer may consist  
83 of a notation on the grievance document.

84 B. Step II. If the Grievance is not settled at Step I, or if no written response is received by the  
85 Grievant at Step I, or if the response is not acceptable to the Grievant at Step I, the Grievant  
86 may appeal the Grievance to Step II. Only those acts or omissions identified at Step II of the  
87 Grievance procedure contained in this Agreement may be considered for arbitration under this  
88 Article. The appeal must be filed within ten (10) working days of the receipt of the answer  
89 from the immediate administrative supervisor or, if no written answer is received, within ten  
90 (10) working days after the expiration of the ten (10) working day period specified in Step I.  
91 Such appeal shall be in writing and shall include a copy of the Grievance filed at Step I and  
92 the Step I response, if any. The Step II filing shall be filed with the next level of supervision  
93 above that at Step I (the "Next Level Supervisor") and a copy provided to the Director of  
94 Human Resources. Once the grievance document has been properly filed at Step II, there shall  
95 be fifteen (15) working days in which to provide a written response to the Grievant. The written  
96 response may consist of a notation on the grievance document. A meeting to discuss the  
97 Grievance at Step II may be conducted at the discretion of the Next Level Supervisor.

98 C. Step III. If the Grievance is not settled at Step II, or if no written response is received at Step  
99 II or if the disposition of the Grievance is unacceptable to the Grievant, the Grievant may  
100 appeal the Grievance to Step III by filing an appeal with the President (or an individual  
101 designated to hear Grievances at Step III) and a copy provided to the Director of Human  
102 Resources within ten (10) working days after the receipt of the answer at Step II, or if no  
103 answer is received, within ten (10) working days after the expiration of the fifteen (15) working  
104 day period applicable to Step II. Once the grievance document has been properly filed at Step  
105 III, a meeting to discuss the Grievance at Step III will be conducted by the President (or  
106 individual designated to hear Grievances at Step III) within fifteen (15) days. There shall be  
107 fifteen (15) working days in which to provide a written response to the Grievant after the  
108 meeting. The written response may consist of a notation on the grievance document.

109 11.3. Arbitration

110 Only those Grievances that have been processed through the grievance procedure in strict  
111 compliance with all of its requirements may be taken to arbitration. If the Grievant is a union  
112 member, the Union may, at its sole discretion, appeal the grievance to arbitration. However, in the  
113 interest of time, the parties may mutually agree to expedite a Grievance directly to arbitration. If  
114 the Grievant is not satisfied with the disposition of the Grievance at Step III, or if no answer is  
115 received within the fifteen (15) working day period applicable to Step III, the Grievance may be  
116 submitted to arbitration. The arbitration procedure shall be initiated by filing a written request for  
117 arbitration with the Director of Human Resources within fifteen (15) working days after receipt of  
118 written disposition at Step III, or, if no answer is received, within fifteen (15) working days after  
119 the expiration of the Step III fifteen (15) working day period. A copy of the grievance document  
120 must be attached to the request. The filing or pendency of any Grievance or of arbitration  
121 proceedings shall not operate to impede, preclude, or delay the College from taking the action  
122 under consideration. In no event shall any bargaining unit member, as a result of a pending  
123 Grievance, receive compensation following cessation of employment.



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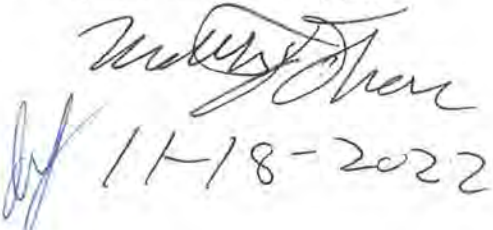
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- A. Selection of Arbitrator. Representatives of the College and the Union shall confer within ninety (90) days after the ratification of this Agreement for the purpose of selecting an Arbitration Panel of seven (7) members. Within fifteen (15) days after receipt of a written request for arbitration, representatives of the parties shall confer and select an arbitrator from the Arbitration Panel. Selection shall be by mutual agreement or by alternatively striking names from the Arbitration Panel until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin.
- B. If an Arbitration Panel cannot be agreed upon within ninety (90) days after the ratification of this Agreement then the parties shall request from the Federal Mediation and Conciliation Service (FMCS), a list of seven (7) arbitrators for each separate written request for arbitration. Arbitrations may be consolidated by mutual agreement. Selection from the FMCS arbitrator list shall be made by alternatively striking names from the list until one name remains. The right of the first choice to strike from the list shall be determined by the flip of the coin. Each party shall have the right to reject one list of arbitrators from an FMCS panel in its entirety.
- C. No arbitrator shall have simultaneously more than one Grievance involving this Agreement without the parties' consent.
- D. The arbitration will then proceed in accordance with the reasonable orders and requests of the arbitrator, but subject to the following conditions:
  - 1. If it is necessary to hold arbitration proceedings during duty hours, parties to the Grievance shall be excused from their other College duties for the duration of the time they are needed in the proceedings. Every effort shall be made to accommodate class scheduling.
  - 2. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.
  - 3. The arbitrator shall not have the power to abridge or curtail any rights reserved to the College in this Agreement.
  - 4. Arbitration shall be confined solely to the application and/or interpretation of this Agreement. Arbitration shall be confined solely to the precise issue(s) submitted for Arbitration. Only those acts or omissions identified at Step II of the grievance procedure contained in this Agreement may be considered for arbitration under this Article. The arbitrator shall have no authority to determine any other issue(s).
  - 5. In any arbitration involving a question of monetary liability, the parties shall have a right to a reasonable time for briefing the case and a decision shall be due within thirty (30) working days after the date set for filing briefs. Time limitations may be adjusted by mutual agreement of the Parties.
  - 6. Neither party will present evidence regarding offers to settle or compromise a grievance.
  - 7. All costs of any arbitration, including the arbitrator's fees and expenses, cost of transcripts (which shall be made available at the request of either party), and cost of meeting rooms shall be borne equally by the College and Grievant or the Union, unless otherwise agreed by the parties.

  
 11-18-2022



- 164 8. An arbitrator's award may or may not be retroactive as the equities of each case may  
165 demand, but in no case shall an award be retroactive to a date earlier than 30 days prior to  
166 the date the Grievance was initially filed in accordance with the grievance procedure of the  
167 Agreement or the date on which the act or omission occurred, whichever is earlier;  
168 provided however, that in no case will an award be made for an act or omission occurring  
169 before the effective date of this Agreement.
- 170 9. Where an administrator has made a judgment involving the exercise of discretion the  
171 arbitrator shall not substitute the arbitrator's judgment for that of the administrator;  
172 however, if the arbitrator determines that the Agreement has been violated, the arbitrator  
173 shall direct the College to take appropriate action. The arbitrator shall have no power to  
174 award continuing contract status.
- 175 10. The College shall not be required, as the result of any grievance resolution or arbitration  
176 decision, to violate any law, regulation, accreditation requirement or rule applicable to the  
177 operation of the College.
- 178 11. The arbitrator's decision shall be final and binding, but only to the extent required by  
179 applicable law. The decision of the arbitrator will be made in writing to both parties at the  
180 same time. Either party may appeal to an appropriate court of law a decision that was  
181 rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction or  
182 powers, pursuant to Florida Statutes Chapter 682.
- 183 12. The arbitrator shall be empowered to make reasonable orders so that the matter can be  
184 expeditiously resolved, but shall accommodate the parties within reason as to hearing dates  
185 and continuances, where need is shown.
- 186 13. The arbitrator shall hold hearings in Manatee or Sarasota Counties, Florida unless  
187 otherwise agreed by the parties.
- 188 14. The College shall have the burden of proof by a preponderance of the evidence in all  
189 grievances involving the determination of just cause for imposing discipline. In other  
190 matters the burden of proof by a preponderance of the evidence shall be on the grievant  
191 and/or Union.
- 192 E. Issues of Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issues  
193 and will be initially decided by an arbitrator who is selected pursuant to the process outlined  
194 in this grievance procedure. Issues of arbitrability will be determined by means of hearing  
195 conducted by telephonic or videoconference methods, unless mutually agreed otherwise. The  
196 arbitrator shall have fifteen (15) days from the hearing to render a decision on arbitrability. If  
197 the issue(s) is judged to be arbitrable, a separate arbitrator shall then be selected to hear the  
198 substantive issue(s).
- 199 F. Election of Remedies. A bargaining unit member's election to proceed through a resolution  
200 process provided by the College's internal policies or commencement of a proceeding against  
201 the College or any managerial employee of the College or any member of the Board of Trustees  
202 in a court of law or equity, or before the Florida Public Employees Relations Commission, or  
203 any other administrative agency, by the Union or any bargaining unit member, alleging the  
204 same issue or seeking the same remedy, shall be deemed a waiver by said unit member(s) or

  
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205 the Union of the ability to resort to the grievance or arbitration procedure contained herein for  
206 the resolution of the alleged violations of this Agreement. In such instances the grievance or  
207 arbitration will be deemed withdrawn. A Grievant electing to have a discrimination complaint  
208 resolved through the grievance/arbitration provisions will execute a formal waiver reflecting  
209 that selection. As an exception to this provision, a Grievant may file a federal EEOC charge  
210 while the Grievance is in progress when such filing becomes necessary to meet federal filing  
211 deadlines pursuant to 42 U.S.C. 2000e, et seq.

212 G. Applicability of Grievance Procedure. Unless specifically and clearly excluded from  
213 grievability, this grievance procedure is applicable to any and all provisions of this Agreement.

214 H. Reprisal. No reprisals of any kind will be taken by the Administration of the College and/or  
215 the Union against any bargaining unit member because of his/her participation in this grievance  
216 procedure.

217 I. Files. Grievance materials will be maintained in a file designated by the College and separate  
218 from personnel files as permitted by and in accordance with the Chapter 1012.81, and Florida  
219 Public Records Law. A copy of the arbitrator's decision shall be placed in the Grievant's  
220 personnel file.

221

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*Walter J. Turner*  
11-18-2022  
*WJ*

**ARTICLE 14: FACULTY ASSIGNMENTS AND OVERLOADS**

14.1. Instructional Assignments

- A. A spirit of cooperation and collaboration should prevail between supervising administrators and bargaining unit members in determining course schedules and faculty assignments. At all times, the needs of the student population and academic programs shall be the paramount consideration in determining course schedules. Prior to determining course schedules for future semesters, each immediate supervisor shall request each bargaining unit member's availability for assignments and should make reasonable attempts to accommodate bargaining unit member's requests with regard to his/her required load for that semester. Reasonable attempts should be made to resolve conflicts with assignments.
- B. Teaching assignments will be made in a fair and equitable manner among qualified and credentialed faculty based on criteria including, but not limited to, credentials, expertise, performance, experience with the same or similar courses and seniority. When these criteria are essentially comparable, full time faculty will be given first preference of teaching assignments before adjunct assignments unless it is in the best interests of the students and the academic program.
- C. Class cancellations. In the event that cancellation of any classes prior to the end of the "drop/add" period results in reduction of a bargaining unit member's assigned classes below a full load, the bargaining unit member may request to have the immediate supervisor replace the cancelled classes. Replacement of cancelled classes shall require approval of the immediate supervisor if the cancelled and replacement classes are from the same department. If the cancelled class and the proposed replacement class are from different departments then the approval of the assistant dean is required. Following such resolution, classes may be transferred from adjunct faculty or other full-time faculty teaching more than a full load as necessary to replace the bargaining unit member's cancelled classes to a full load.
- D. For the purposes of this Article "seniority" is defined as, in the following order: professional rank, number of years in rank, and the total cumulative years a faculty member has held a full-time faculty position at this College. Time served as an Academic Department Chair or Program Director does accumulate for seniority purposes. Any time period during which the individual may have been on approved leave while in a full-time teaching position shall be included.
- E. Teaching assignments shall be made known to bargaining unit members in writing not less than one (1) week prior to release of the schedule for registration. Changes to teaching assignments may become necessary due to factors beyond the administration's reasonable control, including but not limited to enrollment shifts, new programs or initiatives, closing programs, etc. Should it become necessary to make changes in a bargaining unit member's assignment, the immediate supervisor shall notify the employee as soon as practicable prior to making such a change and shall specify such change in writing.
- F. No bargaining unit member's assignment shall be arbitrary, capricious, or unreasonable.

*Walter J. ...*  
11-18-2022  
*(Signature)*



40 G. Equitable Opportunity. Each bargaining unit member shall be given assignments which  
41 provide equitable opportunities, in relation to other employees in the same department/unit, to  
42 meet the required criteria for promotion, tenure, continuing or multi-year contracts, successful  
43 performance evaluations, and merit salary increases.

44 H. It is the responsibility of the administration to establish course schedules and assignments for  
45 bargaining unit members.

46 I. "Qualified and credentialed" shall mean that the faculty member as reasonably determined by  
47 the supervisor has the necessary knowledge and expertise to teach a specified course as well  
48 as the required degree credentials expected by the Southern Association of Colleges and  
49 Schools Commission on Colleges (SACSCOC) and established in the SCF Credentials  
50 Handbook.

51 14.2. Overload Assignments

52 A. An overload is defined as any class load or other compensated workload assignment that is  
53 assigned in addition to the regular teaching load for a bargaining unit member. For the purposes  
54 of this Article, "a course overload" shall be construed as any teaching or compensated  
55 workload in excess of the fifteen (15) instructional load hour (ILH) obligation pursuant to  
56 Article 10.2.C. of this Agreement whether a single course or multiple courses of lesser credit.

57 B. Bargaining unit members may teach courses above the base workload. These optional added  
58 courses in excess of the base contract are deemed to be overload assignments and will be  
59 compensated appropriately.

60 1. Bargaining unit members shall not be required or obligated to teach overload assignments.

61 2. If the need arises, an administrator may request bargaining unit members to accept overload  
62 hours to meet the needs of the College.



63 3. Overload instructional hours are in addition to the bargaining unit member's basic work  
64 week duties and responsibilities.

65 C. Any bargaining unit member who desires an overload assignment should submit a written  
66 request to the appropriate supervising administrator as applicable during the development of  
67 the course schedule.



68 1. Overload requests by bargaining unit members will be fulfilled prior to making  
69 instructional assignments to adjunct faculty as provided below.

70 2. Overload assignments will be made in a fair and equitable manner among qualified and  
71 credentialed faculty with the same considerations set forth in Section 14.1.B.

72 D. The supervising administrator shall equitably distribute overload assignments to those  
73 bargaining unit members who request one or more overloads and who received all "Meets  
74 Expectations" or better on their last annual performance evaluation. Bargaining unit members  
75 receiving less than all "Meets Expectations" or better may be assigned overloads at the  
76 discretion of the department chair/dean. All overload assignments shall be made with the same  
77 considerations provided in Section 14.1.B and as follows.

  
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- 78 1. Each qualified and credentialed bargaining unit member who requests an overload  
79 assignment shall receive one course overload prior to any bargaining unit member  
80 receiving a second overload course assignment.
- 81 2. Once all qualified and credentialed bargaining unit members who requested an overload  
82 have received one course overload assignment, the supervisor shall assign a second course  
83 overload to those requesting more than one course overload.
- 84 3. The supervisor shall continue to assign course overloads in this manner until all qualified  
85 and credentialed bargaining unit members requesting overloads have received six (6) ILH  
86 overload (21 ILH total) per semester. Assignment of overloads greater than 21 ILH total  
87 per semester shall require approval of the appropriate dean and Associate Provost, and  
88 assignment of overloads greater than 24 ILH shall require approval of the chief academic  
89 officer of the College when deemed in the best interest of the College.
- 90 4. Bargaining unit members with an overall "Meets Expectations" or better rating will receive  
91 preference over those with an overall "Needs Improvement" rating who are approved for  
92 an overload by his/her immediate supervisor.
- 93 5. A bargaining unit member who has received an overall "Needs Improvement" may be  
94 approved for overloads at the supervisor's discretion based on performance since the last  
95 annual performance evaluation.
- 96 E. Overload Office Hour Requirements.
- 97 1. For overloads of one (1) to five (5) contact hours, a bargaining unit member will be  
98 available to schedule by appointment one (1) additional office hour.
- 99 2. For course overloads of six (6) contact hours or more, the bargaining unit member will be  
100 available to schedule by appointment two (2) additional office hours.
- 101 3. The availability of office hours by appointment for overloads must be noted on the  
102 member's office schedule and comply with all office hour requirements stated in this  
103 Agreement.
- 104 F. All overloads shall be paid as provided in this Agreement.
- 105 14.3. Summer Assignments (Off contract)
- 106 A. A Summer Assignment is defined as any class load or other compensated workload assignment  
107 that is assigned during the Summer when the bargaining unit member is "off-contract."
- 108 B. Bargaining unit members may teach courses during their "off-contract" time in the Summer.
- 109 1. Bargaining unit members shall not be required or obligated to teach Summer Assignments.  
110 2. If the need arises, an administrator may request bargaining unit members to accept Summer  
111 Assignments to meet the needs of the College.
- 112 C. Any bargaining unit member who desires a Summer Assignment should submit a written  
113 request to the appropriate supervising administrator as applicable during the development of  
114 the course schedule.

  
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- 115 1. Summer Assignment requests by qualified and credentialed bargaining unit members will  
116 be fulfilled prior to making instructional assignments to adjunct faculty as provided below.
- 117 2. Summer Assignments will be made in a fair and equitable manner among qualified and  
118 credentialed bargaining unit members with the same considerations set forth in Section  
119 14.1.B.
- 120 D. The supervising administrator shall equitably distribute Summer Assignments within a  
121 discipline to those qualified and credentialed bargaining unit members who request one or  
122 more such assignments and who received all "Meets Expectations" or better on their last annual  
123 performance evaluation. All Summer Assignments shall be made with the same methodology  
124 set forth in Sections 14.1 and 14.2.
- 125 E. These optional Summer Assignments beyond the basic contract period will be compensated as  
126 provided in this Agreement.
- 127

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11-18-2022

*(Signature)*

**ARTICLE 17: DISCIPLINARY ACTIONS AND PROCEDURES**

17.1. Pre-Disciplinary Action

A. Counseling is a corrective action to correct behavior and/or warn that disciplinary action may follow if improvement is not noted. Written documentation that counseling occurred may be placed in the bargaining unit member's personnel file. Counseling, including recommendations for participating in an Employee Assistance Program when appropriate, shall be considered a corrective action and shall not be considered disciplinary action.

B. The College may counsel an employee prior to disciplinary actions as a precursor to progressive discipline.

A bargaining unit member who is not permitted to continue their normal work assignment during a pre-disciplinary investigation may be placed on an alternative, paid, work assignment or placed on paid leave.

17.2. Disciplinary Actions

A. Except as provided in applicable statutes or State Board of Education Rules, discipline of any type shall be based on a bargaining unit member's duties and responsibilities to the College, including, but not limited to, violations of College rules, procedures, policies and this Agreement. A bargaining unit member's activities which fall outside the scope of employment may constitute grounds for disciplinary action if such activities adversely affect the legitimate interests of the College.

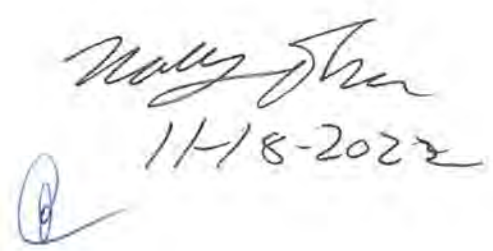
B. The College retains its right to impose disciplinary action for just cause and with reasonable timeliness from when the College knew, or should have known of the infraction and/or from the initiation of an investigation, if any. Both parties endorse the principle of progressive discipline as applied to professionals. Disciplinary action may include the following steps: written reprimand, suspension with or without pay, return to annual contract, and dismissal/termination. If the circumstances warrant, discipline may begin at a higher level than the first step or progress to a higher level than the next sequential step. All offenses can have cumulative effects, and offenses need not be identical to impose a penalty more severe than prescribed for a similar offense.

C. All discipline, as defined herein, is subject to challenge by the grievance and arbitration procedures in Article 11 of this Agreement, except as otherwise provided in this Agreement.

D. Anonymous complaints and/or recordings shall not be used as the sole basis to support final disciplinary actions but they may be used to initiate investigations. A "recording" is any form of media created by any electronic device. Recordings shall not be used as the sole basis to either support discipline or to provide adverse evaluation of a bargaining unit employee.

17.3. Disciplinary Procedure

A. Discipline. Discipline shall begin at and proceed to the level of discipline appropriate to the action(s) under consideration.

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39 1. Written Reprimand. A written reprimand is a formal notice that inappropriate behavior, or  
40 violation of a rule, policy, or procedure has occurred and outlines the specific steps which  
41 must be taken to correct the problem. It should include notice that more serious disciplinary  
42 action will take place if corrective action is not taken or repeat violations occur. Written  
43 reprimands shall be discussed with the faculty member in person. Documentation of each  
44 step in the disciplinary process shall be made by the initiating administrator. The  
45 bargaining unit member may provide a written response to the written reprimand which  
46 shall be filed with the written reprimand in the bargaining unit member's personnel file in  
47 accordance with law, including Section 1012.81, Florida Statutes.

48 2. Suspension. If, just cause for disciplinary action is determined, a bargaining unit member  
49 may be suspended provided that notice of intent has been provided pursuant to Section 17.3  
50 B.

51 Notwithstanding Section 17.3 B of this Article, in cases where the President or  
52 representative determines that an employee's actions adversely affect the functioning of the  
53 College or jeopardize the safety or welfare of the public, employee(s), colleagues, or  
54 students, the President or representative may suspend the employee immediately without  
55 pay.

56 3. Termination or Return to Annual Contract. A bargaining unit member under annual  
57 contract may be terminated for cause. A bargaining unit member who is under continuing  
58 contract may be terminated or may be returned to annual contract status for just cause and  
59 upon written recommendation by the President to the Board to that effect, and approval by  
60 a majority of the Board.

61 As provided in Article 13, termination of a continuing contract bargaining unit member is not  
62 subject to this Agreement's Grievance and Arbitration procedure. Bargaining unit members  
63 shall have the right only to challenge the termination action pursuant to Florida Administrative  
64 Code Rule 6A-14.0411(7)(a).


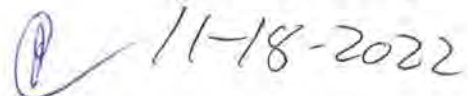
65 B. Notice of Intent. When the President or representative has reason to believe that a Suspension,  
66 termination of a non-continuing contract, or return to annual contract should be imposed, the  
67 President or representative shall provide the bargaining unit member with a written notice of  
68 the proposed action and the reasons therefore.

69 1. Such notice shall be sent certified mail, return receipt requested, or delivered in person with  
70 written documentation of delivery obtained.

71 2. The bargaining unit member shall be given ten (10) College business days in which to  
72 respond in writing to the President or representative before the proposed action is taken  
73 The President or representative then may issue a Notice of Disciplinary Action under  
74 Article 17.3.D below.

75 3. The bargaining unit member has a right to union representation during investigatory  
76 questioning that may reasonably be expected to result in disciplinary action.

77 4. If the President or representative does not issue a notice of disciplinary action, the notice  
78 of intent shall be retained in the bargaining unit member's limited access file in accordance  
79 with law.

  
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- 81 C. Notice of Discipline. All notices of disciplinary action provided in Article 17.3.B shall include  
82 a statement of the reasons therefore, a statement advising the bargaining unit member if the  
83 action is subject to Article 11 – Grievance and Arbitration of this Agreement and/or an  
84 Administrative Hearing, pursuant to Chapter 120 Florida Statutes, at the bargaining unit  
85 member’s discretion except as provided in Article 17.3.A.3 or as otherwise provided in this  
86 Agreement. All such notices shall be sent certified mail, return receipt requested, or delivered  
87 in person to the bargaining unit member with written documentation of delivery obtained.
- 88 D. Nothing in this Article shall be deemed to give any bargaining unit member not on continuing  
89 contract status any property interest in his or her employment.
- 90 E. During all disciplinary proceedings, a bargaining unit member shall have the right to consult  
91 with, and be represented by a representative of his or her choice including legal counsel.
- 92 F. The bargaining unit member shall have the right to respond to disciplinary action in writing  
93 and have that response attached to the report of discipline. If any material is found through  
94 mutual agreement, grievance process, or court proceeding to be inaccurate or inappropriate,  
95 that finding shall be documented in the official personnel file of the bargaining unit member  
96 and handled in accordance with applicable statutes.

*W. J. Stone*  
11-18-2022



**ARTICLE 25: COMPENSATION**

25.1. Faculty Compensation Plan

- A. Upon ratification of this Agreement, all compensation of members of the bargaining unit shall be governed by provisions of this Article.
- B. "Base Salary/Pay" is the initial salary amount assigned to the bargaining unit member within the salary range. The base salary is paid to the bargaining unit member over the assigned contract length for performing the basic duties and responsibilities of the bargaining unit member's job. Base salary will not include supplemental pay, overload pay, bonuses, stipends, or similar types of additional compensation.

25.2. Salary Payment

- A. For their first year of employment, bargaining unit members will be paid on a biweekly basis. For years subsequent to the first year, the bargaining unit member may elect to change status and be paid over the length of their contract or over a twelve (12) month period, with prior notice to the Director, Human Resources no later than July 1 of that year. Overload payments will be clearly itemized on regular paychecks.
- B. Bargaining unit members who are employed full-time for an additional summer term will be paid on a biweekly basis.
- C. Those new bargaining unit members who begin employment after the regular start of the fall semester will have their pay pro-rated and paid through the final pay date of the 12-month deferred pay schedule.
- D. The College will provide automatic payroll deposits with a biweekly electronic copy provided to the employee.

25.3. Academic Rank - the Professorial Ranking System recognizes the following ranks:

- 1. Instructor
- 2. Assistant Professor
- 3. Associate Professor
- 4. Professor

25.4. Salary Schedule

- A. Full-time faculty bargaining unit members are those faculty bargaining unit members who carry a full credit teaching load which is defined as a minimum of 15 instructional load hours or on-line contact hours per week, or its equivalent, in each semester. A full-time faculty bargaining unit member's contract will state the amount of the salary and the term of employment.
- B. The following salary schedule will be used for all full-time 9-month faculty:

*Matthew J. [Signature]*  
11-18-2022

Level	Rank	Minimum	Maximum
A1	Lecturer	\$25,200	\$36,468
A2	Instructor	\$40,930	\$46,442
A3	Assistant Professor	\$48,147	\$54,324
A4	Associate Professor	\$56,348	\$63,205
A5	Professor	\$65,522	\$83,423

35  
 36 C. The President may authorize variations in hiring practices, travel reimbursements, leaves,  
 37 special compensation, severance and pay in lieu of notice, subject to legal requirements and  
 38 based upon justification and appropriate recommendations of the Director, Human Resources  
 39 and executive staff. Special rates of pay that have been adopted for services requiring special  
 40 certification, and for unique or difficult to fill assignments may be continued or revised to meet  
 41 College needs and market conditions as deemed necessary by the President. Examples include,  
 42 but are not limited to, assignments in support of Health Professions Programs; contracts with  
 43 industry; local, state or federal grant programs; high technology programs; new College  
 44 initiatives; and special Staff and Program Development activities.

45 25.5. One-Time, Non-Recurring Wage Action 2019-2020

- 46 A. Effective upon ratification, the College will provide a one-time, non-recurring wage-action to  
 47 eligible in-unit employees.
- 48 B. The non-recurring wage action to in-unit faculty will be equal to \$1,100.00, subject to  
 49 applicable deductions and withholdings including retirement, social security/Medicare and  
 50 taxes.
- 51 C. In order to be eligible for the 2019-2020 non-recurring wage action Employees must have been  
 52 employed on or before March 31, 2017 and continuously employed through the pay date of the  
 53 wage action.

54 25.6. Salary Increase for 2019-2020

- 55 A. Effective the first pay period upon ratification, the College will provide a 2% across-the-board  
 56 recurring wage increase to eligible in-unit employees' base salaries.
- 57 B. In order to be eligible for the 2019-2020 salary increase:
- 58 1. Employees must have been employed on or before March 31, 2019 and continuously  
 59 employed through the pay date of the wage action; and,
- 60 2. Have not received a notice of non-renewal or termination prior to the effective date of this  
 61 wage increase.
- 62 3. The wage increase is retroactive for eligible employees as of July 1, 2019.

63 25.7. Initial Placement & Promotion

- 64 A. Assignment of Academic Rank to new faculty will be made according to the following criteria:
- 65 1. Academic degree(s) obtained;
- 66 2. Additional credits which may be used for promotion;
- 67 3. Years of experience credited towards assigned placement;
- 68 4. Additional experience which may be used for promotion including;

*Walter J. [Signature]*  
 11-18-2022



- 69 a. Semester hour equivalency for approved semester hours beyond highest degree; and  
70 b. Years of work experience for approved years of related work experience.
- 71 B. Military Service will be accepted as credit for initial placement provided the instructor was  
72 teaching immediately preceding and immediately following obligatory military service, up to  
73 a maximum of 5 years.
- 74 C. Professional and Industrial Experience directly related to the assignment at State College of  
75 Florida, Manatee-Sarasota may be accepted in lieu of teaching experience up to a maximum  
76 of 5 years.
- 77 D. Hospital Work Experience may be accepted, therefore, full-time experience (not internship)  
78 may be credited for health science education faculty, up to a maximum of 5 years.
- 79 E. Divided Time Experience. Employment of less than 9 months in one position can be added to  
80 those months of employment of another location during a single calendar year for credit of one  
81 year's experience. For example: 6 months of professional work, plus 4 months of teaching  
82 during one calendar year will equate to one year of credit experience.
- 83 F. New Bargaining Unit Faculty will be placed within the range provided in 25.4 based on an  
84 evaluation of experience in accordance with the factors listed in this section 25.7
- 85 G. Faculty salaries will move within the range in accordance with the salary schedule and any  
86 salary increases in accordance with this Agreement. Faculty members reaching the established  
87 maximum for his/her pay range will remain at the maximum level.
- 88 H. Faculty who have been awarded a promotion will receive the minimum salary for the next rank  
89 at the beginning of the next academic year.

90 25.8. Other Teaching Assignments

- 91 A. Summer. Full-time faculty who have been recommended for employment for the next  
92 academic year, and who teach during the Summer term will be compensated at a rate of  
93 \$2,550.00 per 3 semester hours up to a maximum of 12 ILH total for all summer sessions.
- 94 B. Summer Benefits. Full-time faculty who have been recommended for employment for the next  
95 academic year, will be maintained on benefits, including health and other benefits paid for by  
96 the College between contract years.
- 97 C. Overload assignments. Overload faculty (credit) will be compensated at a rate of \$2,000 per 3  
98 semester hours. Overload faculty will have \$32.43 deducted from their total compensation for  
99 each hour of class time for which he/she is absent.
- 100 D. Substitutes. Substitutes will be paid \$32.43 per teaching hour. A full-time faculty member in a  
101 regular, budgeted position will receive the substitute rate when substituting outside of his/her  
102 regularly established schedule.

103 25.9. Stipends, Release time, and Miscellaneous Duties – Release time and stipends,  
104 compensation for supplemental positions and miscellaneous duties shall be status quo.

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*Matt*  
11-18-2022

- 107 25.10. One-Time, Non-Recurring Wage Action for 2021-2022
- 108 A. Effective upon the parties ratification, the College will provide a one-time, non-recurring  
109 wage-action to eligible in-unit faculty.
- 110 B. The non-recurring wage action to in-unit faculty will be equal to four percent (4%) of the in-  
111 unit faculty member's base salary, subject to applicable deductions and withholdings including  
112 social security/Medicare and taxes.
- 113 C. In order to be eligible for the 2021-2022 non-recurring wage action Employees must have been  
114 employed on or before June 30, 2021 and continuously employed through the pay date of the  
115 wage action.
- 116 25.11 Salary Increase for 2022-2023
- 117 A. Effective the first pay period upon ratification, the College shall provide a 5% across-  
118 the-board recurring wage increase to eligible faculty bargaining unit members' base  
119 salaries.
- 120 B. In order to be eligible for the 2022-2023 salary increase:
- 121 1. Employees must have been employed on or before March 31, 2022 and  
122 continuously employed through the pay date of the wage action; and,
- 123 2. Have not received a notice of non-renewal or termination prior to the  
124 effective date of this wage increase.
- 125 3. The wage increase is retroactive for eligible employees as of July 1, 2022.
- 126
- 127 C. Overload faculty (credit) will be compensated at a rate of \$2,000 per 3 semester hours. The  
128 rate increase is retroactive for all bargaining unit members as of August 11, 2022 and will be  
129 effective on the pay period as reasonably practicable after ratification.
- 130 D. All bargaining unit members, compensated at the minimum salary rate of their rank as of  
131 the effective date of ratification of 25.11(D), shall have their salaries raised to the new  
132 minimum salary rate as reflected in the revised salary schedule as defined in Article 25.4(B).  
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134

*Matthew Fisher*  
11-18-2022  
