



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DISTRICT BOARD OF TRUSTEES OF
STATE COLLEGE OF FLORIDA
MANATEE-SARASOTA

AND

UNITED FACULTY OF FLORIDA-
STATE COLLEGE OF FLORIDA
MANATEE-SARASOTA

2025-2028

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PREAMBLE

This Agreement is entered into by and between the District Board of Trustees of State College of Florida, Manatee-Sarasota (hereinafter "Board" or "Employer"), and United Faculty of Florida (hereinafter "UFF- State College", "UFF-SCF" or "the Union").

It is the intent of the parties hereto that this Agreement shall assure a collegial working relationship between the College and the Union, provide an orderly means for resolving conflicts and misunderstandings that may arise between the parties hereto, and to establish wages, hours, terms and conditions of employment, and other issues to which the parties may mutually agree.

This Agreement is intended to serve the interests of students and the public, who are represented by the Board, in having at all times available to them College services on an efficient and economical basis. The parties anticipate that this Agreement will serve the public interest by ensuring that administrative staff and members of the bargaining unit will make every reasonable effort to carry forward the College's legitimate activities and functions. This is best achieved by defining the Employer's obligations to UFF-SCF and members of the bargaining unit in order to avoid disputes due to misunderstandings, and by providing a grievance procedure for the resolution of any claims that the Agreement has been violated.

Both the Board and UFF-SCF recognize the College's mission to provide the highest quality educational services to the community served, and acknowledge their responsibility and contribution toward this objective. They pledge themselves to an institution staffed by qualified faculty and they each agree to make every effort to maintain a high level of professional standards of knowledge, integrity, dedication, and academic excellence.

The parties concur that these objectives are best facilitated by amicable discussion of matters of mutual interest. The parties recognize that mutual benefits derive from continual improvement in the College, and that participation of faculty in the formulation of policies under which they provide their services is educationally sound.

Furthermore, the parties recognize the desirability of a collegial shared governance system for faculty in areas of academic concern so employees will have mechanisms and procedures for making recommendations as appropriate.

Collegiality in academic governance can best be accomplished by the Faculty Senate, the UFF and administration working collaboratively in accordance with the College's rules and tradition. Appropriate matters of concern should be brought before the Faculty Senate by its members or steering committee, or by the President of the College or representatives. Among matters which may be of concern to the Faculty Senate include: (a) curriculum policy and curricular structure; (b) requirements for degrees and granting of degrees; (c) policies for recruitment, admission, and retention of students; (d) the development, curtailment, discontinuance, or reorganization of academic programs; (e) grading policies; and (f) other matters of traditional concern.

This Preamble is a statement of intent and policy and is, therefore, not subject to the Collective Bargaining Agreement's Grievance Procedure.

ARTICLE 1: RECOGNITION

The Board recognizes United Faculty of Florida as the sole and exclusive collective bargaining agent for all full-time employees in the lower division position classifications of instructor, associate professor, assistant professor, and professor (as certified by the Florida Public Employee Relations Commission in Case No.EL-2016-022, Certification Number 1896) in matters concerning wages, hours, salaries, benefits, working conditions, other terms and conditions of employment, and other matters upon which the parties may mutually agree.

The following shall be excluded from the bargaining unit: All other employees of the State College of Florida Board of Trustees including program directors, librarians, advisors, department chairs, all employees of the Collegiate School, all faculty hired in the baccalaureate program, adjuncts and all confidential and managerial employees.

ARTICLE 2: VACANT

ARTICLE 3: ACADEMIC FREEDOM

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.

ARTICLE 4: NO STRIKE

- 4.1. The UFF and bargaining unit members shall not instigate, promote, sponsor, engage in, or condone any work stoppage, boycott, slowdown, strike, intentional disruption of College operations or to withhold services for any reason. Nothing in this Article shall prohibit the UFF from engaging in lawful informational activity.
- 4.2. The UFF's officers, agents, stewards, and other representatives agree they have a continuing obligation and responsibility to promote compliance with this Article and the law.
- 4.3. In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all employees who violate any provision of the law and /or this Agreement prohibiting strikes may be disciplined, up to and including discharge, by the College. Any such action by the College pursuant to this Section shall not be grievable or arbitrable under the provisions of the grievance and arbitration procedures of this contract, except to determine if violations, in fact, occurred.
- 4.4. The circuit courts of this State shall have jurisdiction to enforce the provisions of this Section by conducting a hearing, with notice to the Public Employees Relations Commission and to all interested parties, at the earliest practicable time if necessary.
- 4.5. For the purpose of this Article, it is agreed that the UFF shall be responsible and liable for any act committed by any of their officers, agents and/or representatives acting on behalf of the UFF, which act constitutes a violation of State law, City ordinance, or policy, or the provisions herein.
- 4.6. The College agrees there will be no lockout during the term of this Agreement.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.1. Except where expressly limited by the terms of this Agreement, the College, hereby retains and reserves unto itself all management rights and the powers, duties and authority to plan, govern, manage and control the College and in all respects, carry out the ordinary and customary functions of management including those conferred upon or vested in it by Section 447.209, Florida Statutes, other applicable law, and express provisions of this Agreement.
- 5.2. While it is not possible to anticipate or detail in this Agreement all the rights and prerogatives that the College retains and reserves, the following list that the Public Employees Relations Commission has determined are management rights is illustrative. The College exclusively retains and reserves the rights to: determine unilaterally the purpose of each of its constituent agencies and units; set standards of services to be offered to the public; exercise control and discretion over its organization and operations; direct its employees; discharge, demote, or suspend any employee of the College, and take other disciplinary action against such employees, or to relieve such employees from duty in accordance with this Agreement; relieve its employees from duty because of lack of work or for other legitimate reasons; select employees for hire; determine staffing requirements; schedule work in accordance with this Agreement; determine the duties required by employees; subcontract all or a part of its work or functions; transfer; lay off; recall; determine the nature and extent of services that are to be performed; regulate the use of equipment and facilities; make and enforce reasonable work rules; establish class sizes; create a position outside the bargaining unit and select the criteria for such position; discontinue programs; and make, issue, publish, modify and enforce policies, procedures, rules and regulations as the College may reasonably deem appropriate.
- 5.3. The College will act in accordance with this Agreement on such matters, and take such measures as management may consider to be reasonably necessary to the orderly, efficient and economical operation of the College except as may be in conflict with any provisions of this Agreement or policies which may be incorporated into this Agreement by reference.
- 5.4. The selection process and assignment of personnel outside of the bargaining unit is the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided in this Agreement except where there may be a specific violation of an express term of this Agreement.
- 5.5. The UFF recognizes that the College has certain obligations to comply with federal, state, and local laws, ordinances, regulations, directives and guidelines that may be applicable to such matters as affirmative action, equal employment opportunities, etc., and shall cooperate in such compliance. Such matters shall not be subject to the grievance and arbitration procedures provided in this Agreement except where there may be a specific violation of an express term of this Agreement.
- 5.6. Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain in full force

and effect unless changed, modified, or deleted by the College. Final authority to change, modify, or delete any rule or regulation rests with the College, provided that where such rule or regulation is incorporated into this Agreement by reference, any such changes, modifications, or deletions shall have no effect on the members of the UFF-SCF bargaining unit until negotiated and ratified by or imposed upon the parties.

- 5.7. Only the express terms of this Agreement shall limit the College in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated. The College can exercise only those managerial functions that do not violate or abridge this Agreement.
- 5.8. Nothing herein shall be construed as a waiver of any member of the bargaining unit's right or the Union's right to file a grievance where the College's exercise of its management rights violates an express term of this Agreement, nor shall anything herein be construed as a waiver of the Union's right to bargain the impacts of decisions made by the College within the scope of its management rights on wages, hours, and terms and conditions of employment.
- 5.9. In the exercise of the above-enumerated rights, the College recognizes its obligations to bargain if the law so requires over such rights or decisions that alter, modify, or impact hours, wages, and terms and conditions of employment of bargaining unit employees. Nothing contained in this Section shall prevent the College from implementing the proposed right or decision, but any settlement, agreement, or legislative imposition finally reached as a result of negotiations shall be retroactive to the date of implementation in accordance with law.

ARTICLE 6: UNION RIGHTS

6.1. Facilitation of Faculty Relations

- A. The College will allow members of the UFF-SCF bargaining team and other authorized Union representatives time to engage in activities directly relating to contract negotiation, grievances and arbitration, or other matters directly related to administration of the collective bargaining agreement provided the time does not interfere with the College's operations. If such activities result in the Union representatives being away from their office when they otherwise would be required to be in their office, they shall coordinate with their immediate supervisor(s) in advance. Scheduled classes shall not be disrupted. In the event posted office hours cannot be maintained, alternative hours will be posted with reasonable notice to students.
- B. UFF-SCF shall provide the College with an updated and current list of designated Union representatives at each campus within thirty (30) working days after the ratification of this Agreement and, thereafter, within ten (10) working days after new representatives are selected by UFF-SCF.

6.2. Access to Information

- A. During the term of this Agreement, the College agrees to furnish to the UFF-SCF, upon written request, information which is in the College's current possession or custody, required to be produced under applicable law, and which is further necessary to enable the UFF-SCF to fulfill its role as bargaining agent. This Article shall not oblige the College to make calculations or compilations, but refers only to the right to obtain existing documents, in whatever form or format they may exist, upon payment of statutory fees and costs if applicable. All requests for information shall be presented to the Office of General Counsel.
- B. Upon approval and ratification of the Agreement by the Board and the members of the bargaining unit, the College shall publish to the College's website an electronic copy of the Agreement including all appendices and forms incorporated therein.
- C. The Administration shall provide to the Union's designee access to the following information concurrent with its distribution to members of the Board other than privileged, confidential and exempt matters:
 - 1. The agenda for each regular and special meeting and workshop of the District Board of Trustees, including supporting documents.
 - 2. Budgetary proposals, Financial Reports, and audits submitted to the Board or Florida Auditor General.
 - 3. The minutes of each regular and special Board meeting and Board workshops.
- D. The College shall provide to the Union's designee access to the following information:
 - 1. A list of bargaining unit members including name, department, campus, directory information such as office address and phone number, base salary and any other supplemental salaries, date of hire, rank, years in rank, date of entry into DROP if applicable, and any other information as reasonably requested by the Union. This list will be updated each major semester upon request by the Union.

2. Copies of all policies, procedures, faculty handbooks (full-time and part-time), student handbooks, and updates to such, concurrent with distribution to department heads.

6.3. Access to Facilities and Equipment

- A. UFF-SCF may use available College facilities such as classrooms and conference rooms for meetings at reasonable times and without charge when it does not incur additional costs associated with events outside of official college operating hours and pursuant to the administrative rules, policies and procedures for utilization of College facilities, subject to mutual agreement to indemnification and hold harmless agreements.
- B. UFF-SCF may make reasonable use of available larger or specialized facilities such as the gym or auditorium pursuant to the administrative rules, policies and procedures for utilization of College facilities and facility use rates including completion of necessary College forms. When the use of such facilities would incur an expense or other requirement (e.g., liability insurance coverage) under College policy, the College shall provide the Union with the estimated charges within a reasonable time so as to enable alternative arrangements to be made. The Union shall not be charged fees greater than any other organization permitted to utilize College facilities.
- C. UFF-SCF may use the College electronic communication system, subject to all College policies for such usage, to advise bargaining unit members of union meetings, ratification meetings, union activities, bargaining, and union elections. Commercial, political, solicitation, derogatory or inflammatory content, and other content which violates Section 447.509, Florida Statutes, are not permitted.
- D. UFF-SCF shall have the right to use College office equipment at reasonable times when such equipment is not otherwise in use. UFF-SCF shall adhere to the appropriate administrative rules, procedures for utilization of College equipment, and equipment use rates including completion of necessary College forms. The College will provide a billing account for copier use with access/billing codes on College photocopy/duplicating machines. UFF-SCF shall reimburse the College for the actual cost of all materials and supplies used within thirty (30) days of billing.
- E. When billed, UFF-SCF shall reimburse the College for all costs associated with utilizing a College facility or office equipment.
- F. UFF-SCF will provide the Office of General Counsel with a list of all Union representatives who are authorized to request the use of College facilities or office equipment.

6.4. Access to Faculty

During Benefits Fair(s), the Union may, at its discretion, maintain an information booth or table. In the event the Union wishes to participate in a Benefits Fair the Union shall timely notify the College and the College shall make reasonable space available.

ARTICLE 7: CONSULTATION

The College President shall meet with the UFF-SCF President at least once each Fall and Spring semester. In the event that the College President cannot attend both consultations during an academic year, his or her designee shall attend the consultation at which the College President cannot attend. Either party may request a consultation. If no request is made for a consultation during any given semester then the consultation for that semester is waived.

The party requesting consultation shall submit a written list of agenda items at least one (1) week in advance of the meeting. The other party may add to that agenda by submitting a written list of agenda items to the party calling for the consultation at least three (3) days before the meeting if it wishes to discuss specific issues.

Additional meetings between the UFF-SCF President and the College President or his or her designee may occur upon request and shall be subject to the requirements above regarding submission of agenda items.

Consultations may be used to resolve problems regarding the implementation and administration of the Agreement. The parties understand and agree that such meetings shall not constitute or be used for the purpose of collective bargaining, discussing specific grievances, or modifying, adding to, or deleting any provision of this Agreement. However, grievances that are closed and are no longer subject to the provisions of Article 11 may be discussed.

ARTICLE 8: FACULTY RIGHTS

8.1. Non-Discrimination

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

8.2. Non-Discrimination for Union Activity

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

8.3. Representation

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

8.4. Right to Privacy

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

8.5. Personnel Files

- A. There shall be one official personnel file for each bargaining unit member. The official file shall be maintained by the College's Office of Human Resources pursuant to §1012.81, Florida Statutes, and other applicable laws and regulations.

- B. Anonymous complaints may be entered into or maintained in the bargaining unit member's personnel file pursuant to Article 17.2.E or as otherwise required by law.
- C. Bargaining unit members shall be permitted to examine the contents of their official personnel file. Members shall have the right to answer or respond to any material in their official personnel file and to attach such responses pursuant to the laws of the State of Florida.
- D. Bargaining unit members shall have a right to a copy of their official personnel file including limited-access records and shall be responsible for the duplication costs thereof at the rate of \$.15 per page or \$.20 per two-sided page unless available and provided in an electronic format.

8.6. Faculty Offices

- A. The College shall provide each bargaining unit member with a lockable office with minimum furnishings. Offices shall meet or exceed minimum size requirements as required by applicable state statutes, administrative rules, and/or state space utilization policies/procedures. In the event remodeling or similar circumstances necessitate temporary reassignments, temporary exceptions to this section may be made for the duration of the circumstances, provided the temporary reassignment provides minimum furnishings whenever possible. Minimum furnishings shall include the following.
 - 1. Lockable desk
 - 2. Lockable file cabinet
 - 3. Bookshelf
 - 4. Desk chair
 - 5. Two student chairs
 - 6. Phone with voicemail capabilities
- B. Bargaining unit members will have unimpeded access to their offices during normal operating hours on days of normal campus operations. If access is needed after normal operating hours, the bargaining unit member shall request access in accordance with the posted schedule for each location by contacting the campus security office. Upon verification of faculty identification, such request shall not be unreasonably denied.
- C. The College shall provide each bargaining unit member a computer, which shall remain the property of the College, and internet access. At the reasonable request of the bargaining unit member this may be a desktop or a laptop computer (PC or, when approved by the applicable dean, Apple platform) with docking station and external keyboard, monitor, and mouse. The College will also provide network access both on and off campus, Internet access on campus, and reasonable access to a printer as close as practicable to the bargaining unit member's on-campus office. The College shall upgrade individual bargaining unit members' computer technology as needed for adequate fulfillment of their job duties, subject to budgetary limitations and operational needs of the College.
- D. The College shall provide a telephone for each bargaining unit member's office. The use of telephones by the bargaining unit member shall be in accordance with College policies and procedures. The Parties recognize and acknowledge Section 934.03, Florida Statutes.

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

8.7. Parking

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

8.8. Access to College Mail

- A. The College shall make its internal mail service available to each bargaining unit member. Each member will be provided a mailbox or other appropriate mail pickup location at their assigned campus and will have access to their mail through mail service personnel during normal operating hours of the College.
- B. The College will provide an email account and access to each bargaining unit member. At a minimum, email access shall be provided in the member's office and via the Internet or virtual private network (VPN) from off campus.

8.9. Outside Employment

- A. The College recognizes that bargaining unit members may engage in outside employment and consultant activities. A member shall avoid conflict, or appearance of conflict, between their personal interest and the interest of the College in dealing with any organization or individual having, or seeking to have, any business, or other relationship with the College or with any organization or individual whose objectives or interests may be adverse to the College's interests. Bargaining unit members shall not engage in outside employment or self-employment which:
 - 1. Conflicts with required work hours at the College.
 - 2. Adversely affects College job performance.
 - 3. Might reasonably be considered to conflict with College goals and objectives in the community.
- B. Faculty members who engage in outside employment or self-employment shall be subject to applicable College policies, and shall:
 - 1. Disclose to the College such outside employment or business interest;
 - 2. Attest that such outside employment or business interest will not in any way interfere with his/her duties at the College or otherwise constitute a conflict of interest;
 - 3. Assure that the employee shall not claim to be a College representative in connection with the outside employment or business interest; and
 - 4. Assure that the employee shall not utilize the College name, logo, or other official documents of the College without prior specific approval of the President.

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

8.10. Consultant Fees

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

8.11. Legal Assistance

Legal assistance shall be provided to a bargaining unit member when they have become involved in a legal issue and the College President or her/his designee determines, after investigation, that action taken by the member was justifiable and occurred in the normal course and scope of duties of his employment. The specifics of such assistance will be determined at the discretion of the College President and pursuant to law.

8.12. Safety and Security

- A. Faculty members may enforce classroom or online behavioral expectations as set forth in their syllabi, approved and consistent with the College's syllabus template, as it exists from time to time, student handbook and college policy.
- B. Class Disruption. A bargaining unit member may temporarily dismiss a student from class for one class period for disruptive behavior. A bargaining unit member may request of his or her immediate supervisor that a student who consistently and willfully acts in such a manner as to disrupt the course and interfere with other students be removed from a course.
- C. Immediate Threats. A bargaining unit member who reasonably believes that circumstances, including but not limited to, a disruptive student, pose an immediate threat to the safety of the faculty and/or others and that an emergency exists, shall immediately call 9-1-1 and notify College security.

8.13. Duplication Facilities

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

ARTICLE 9: PROPRIETARY RIGHTS/INTELLECTUAL PROPERTY

9.1. Purpose

The College provides engaging and accessible learning environments within the context of its mission, vision and institutional values. Therefore, the College supports and encourages its employees to develop educational materials, scholarly and creative works, and other products that advance the mission of the College. These forms of intellectual property may be subject to copyright, patent, trademark, and other laws and may generate royalty income. Such development may involve the use of College personnel and resources. This Article defines and applies to the respective rights of the College and bargaining unit members regarding intellectual property and proprietary rights when no specific written agreement between individual parties exists.

9.2. Definitions

- A. Intellectual property is generally described in Section C, below. It is the intent of this Article that intellectual property related to distance education be treated in the same manner as intellectual property related to traditional classroom education.
- B. Author/Creator/Inventor/Artist as used in this Article may be a bargaining unit member who creates or invents intellectual property.
- C. Materials Subject to Intellectual Property Rights
 - 1. All written works, including books, journal articles, creative literary works, texts, glossaries, bibliographies, study guides, resource materials, laboratory and other manuals, syllabi, tests, and proposals
 - 2. Lectures; course materials; musical, dance or dramatic compositions; and unpublished scripts
 - 3. Films, charts, transparencies, and other visual aids and teaching devices
 - 4. Video and audio recordings
 - 5. Live video and audio broadcasts
 - 6. Computer programs
 - 7. Pictorial, graphic (including digital images), and sculptural works including artwork, architectural and design drawings
 - 8. Scientific discoveries, inventions, patents and items eligible for patent
 - 9. Technology-mediated courseware in any form or format, including any works created, stored, and/or delivered electronically in any fashion, whether synchronously or asynchronously, and at any location, whether in person or via distance education.
 - 10. Any other materials that may be protected by copyright, patent, trade secret, and/or trademark laws and controls, irrespective of whether formal protection is sought.

9.3. Ownership of Intellectual Property

- A. Ownership of intellectual property created by a bargaining unit member shall reside solely with the author/creator/inventor/artist, subject to the provisions and exceptions contained in Sections 9.3. A. and B. below.
1. Ownership of intellectual property shall reside with or be shared by the College when bargaining unit members develop intellectual property as a result of an assigned project or task, where the assignment explicitly states that the intellectual property will be wholly or jointly owned by the College. Under appropriate circumstances, the College may share royalty income with the author/creator/inventor/artist.
 2. The College is entitled to share in the rights to ownership and disposition of faculty-created intellectual property and share in royalty income when the property is generated with College support. Such support gives rise to shared ownership when the College provides resources that are not generally available to the College faculty, or the College has made or will make a significant investment in the development of the work through the provision of extraordinary allowances or substantial financial, personnel, technology, facilities, or other resources beyond those which are generally provided faculty in the ordinary course of work assignments (whether in money or in money's worth, and whether or not supported by outside sources under contract).
 - a. Resources generally available to faculty include, but are not limited to, the standard use of College laboratories, studios, buildings, office computers, networks, software, learning management systems, materials, or equipment, but do not include release time from regularly assigned duties, direct investment by the College of funds or staff, or the purchase of special equipment or materials for the project, or extraordinary use of resources.
 - b. A written agreement of joint ownership shall be required, and College personnel engaged in such efforts shall be responsible for contacting the appropriate Vice President for guidance regarding the development and execution of the agreement before undertaking the College-assisted activities. Failure to execute a written agreement with the College shall not deprive the College of its joint ownership rights.
 3. Instructional materials developed in conjunction with class teaching are specifically deemed not to be created with College support as defined in Section 9.3. A. 2 and are not otherwise considered "works-for-hire," unless such materials were developed using college-administered funds paid specifically to support instructional materials development. Such instances of development using college-administered funds will be governed by the provisions of Sections 9.3. A. and B as applicable. Otherwise, the author/creator/inventor/artist is the owner.
 4. Intellectual property created for ordinary teaching use in the College curriculum, such as syllabi, assignments, tests, lectures, essays, images, and artwork shall remain the property of the author/creator/inventor/artist. However, the College shall be permitted, subject to the approval of the author/creator/inventor/artist, which approval shall not be unreasonably withheld or delayed, a royalty-free, non-exclusive license to make copies of, display, and use such material in support of the College's educational mission, specifically for internal instructional, educational, and administrative purposes, including satisfying requests of

accreditation agencies for faculty-authored syllabi and course descriptions. Nothing in this section shall be construed to include use in teaching classes either online or on campus unless specifically permitted by the author/creator/inventor/artist.

5. In the event a faculty member leaves the College, the College shall be permitted a royalty-free, non-exclusive license to make copies of, use, display, and create derivative works from intellectual property created for ordinary teaching use in the College curriculum, in support of the College's educational mission, specifically for internal instructional, educational, and administrative purposes, unless the author/creator/inventor/artist specifically withholds approval for good cause. The College will, when exercising its license, credit the faculty member unless the faculty member provides reasonable advance notice to the College that credit should not be given. Nothing in this paragraph shall be construed as waiving the right of a former faculty member to pursue legal action against the College for unauthorized use of his or her intellectual property.
- B. Other Provisions. Notwithstanding Sections 9.3. A. above, the following provisions shall apply.
1. Ownership of intellectual property may be specified by written agreement between any party and the College as provided in Section 9.1. Such agreement shall supersede the provisions herein. Such written agreements are the preferred course of action in most cases.
 2. Ownership of intellectual property produced under sponsor-supported projects shall be governed by the specific terms and conditions of the sponsorship contract between the College and the sponsor. College personnel are responsible for determining, in advance, the terms of sponsorship and for obtaining guidance regarding the development and execution of an agreement with the College or the sponsor. If the agreement does not specify ownership, ownership shall vest in the College.
 3. Unless the parties agree in writing to the contrary, the College shall own the rights to intellectual property in the following categories.
 - a. Databases and similar collections of information which are obtained primarily on behalf of the campus/centers or departments rather than individuals, or which involve issues of privacy or information.
 - b. Collaborative works by persons working as members of the SCF community, when numerous individual original contributions are indistinctly merged, as a practical matter, into a new and distinct work fixed in a tangible medium of embodiment, and the individual creators have not entered into an agreement with respect to joint authorship.
 4. Notwithstanding anything set forth herein, the College is at all times subject to Florida laws.

9.4. Royalty Income and Use of Revenue

Royalty income from intellectual property/materials and patents shall be disbursed and used as follows.

- A. Individual Ownership. Income derived from intellectual property under sole ownership of bargaining unit members shall accrue solely to the author/creator/inventor/artist.
- B. Shared Ownership. Income derived from intellectual property with shared ownership shall be distributed in accordance with a written agreement between the bargaining unit members and the College. In the absence of a written agreement, the income shall be distributed thirty percent (30%) to the College and seventy percent (70%) to the author/creator/inventor/artist. The author/creator/inventor/artist shall be responsible for notifying the appropriate Vice President of engagement in any intellectual property effort and executing a written agreement of joint ownership with the College before beginning any effort which results in the production of royalties. Failure to execute a written agreement with the College shall not deprive the College of its rights to 30% of the royalties generated from all intellectual property.
- C. College Ownership. Where intellectual property is generated by a specific College assignment or as a result of labors for which the individual was employed, the College shall be the sole recipient of all income derived from intellectual property royalties. The College may share portions of income derived with the author/creator/inventor/artist. Such efforts shall be determined on a case-by-case basis
- D. Sponsor-Supported Efforts. Income derived from sponsor-supported efforts shall be disbursed in accordance with the specific terms of governing contractual or grant documents. The College and the author/creator/inventor/artist shall be governed by the conditions of the applicable grant or contract. Income derived from the intellectual property shall be disbursed in accordance with this Agreement when the contract or grant document is silent as to disbursement of royalties or items of value.
- E. The College and individuals who receive royalty income derived from the creation and production of intellectual property shall retain an unrestricted use of such revenue in accordance with federal and state laws, College policies and procedures, and terms contained in written agreements, contracts, and grant documents. Notwithstanding the foregoing, if any work product or required textbook that is authored or created by a bargaining unit member is used by that bargaining unit member, whether by selection or common adoption, in an SCF course taught by the authoring bargaining unit member, the royalties from sales at SCF shall be remitted to the College and deposited in a Foundation account of the bargaining unit member's choice.
- F. In the event any work product or required textbook that is authored or created by a bargaining unit member is selected for use by another bargaining unit member, the bargaining unit member that is the author or creator shall retain an unrestricted use of such revenue in accordance with federal and state laws, College policies and procedures, and terms contained in written agreements, contracts, and grant documents.
- G. In the event any work product or required textbook that is authored or created by a bargaining unit member is selected for use in multiple sections through common adoption, the authoring or creating bargaining unit member shall retain an unrestricted use of such revenue in accordance with federal and state laws, College policies and procedures, and terms contained in written agreements, contracts, and grant documents. The bargaining unit member that is the

author or creator of the material shall recuse themselves from the common adoption of the materials consistent with this Agreement.

9.5. Registration of Copyrights/Patents

Costs associated with the registration of copyrights and filing of patents shall be paid as follows.

- A. Individual Ownership. The author/creator/inventor/artist shall be responsible for registering the copyright or patent, and paying all applicable fees.
- B. Shared Ownership. In the absence of a written agreement, the College shall register the copyright or patent, and costs and fees shall be borne as follows:
 - 1. College: 30%
 - 2. Author/creator/inventor/artist: 70%
- C. College Ownership. The College shall register the copyright or patent and pay all the fees.
- D. Sponsor-Supported Project Payment of fees shall be negotiated and identified in a written agreement.

ARTICLE 10: FACULTY DUTIES AND RESPONSIBILITIES

10.1. Intent and Overview

- A. The primary responsibility of bargaining unit members is to educate students. To be in compliance with the requirements of the College's accrediting agencies, each bargaining unit member must satisfy the minimum credential requirements established by these agencies as more fully provided elsewhere in this Agreement.
- B. The professional duties and responsibilities of bargaining unit members are comprised of scheduled as well as non-scheduled activities. Bargaining unit members are committed to teaching and the development of students, although their actual roles and responsibilities may vary by discipline and/or course. The College and the Union recognize that while bargaining unit members' instructional activities and office hours are scheduled at specific times and places, they may arrange and perform other work activities at flexible times and places as needed and determined by the bargaining unit member provided such arrangements do not conflict with student needs or College policies and procedures.

10.2. Workweek/Workday

- A. The basic expected workload for bargaining unit members is thirty-five (35) hours per week over five (5) calendar days for two sixteen (16) week semesters plus two (2) in-service days each semester for a total of 164 scheduled work days each academic contract year. Members should be engaged in the professional activities and obligations as identified in paragraph 10.2. C below during these times.
 - 1. A bargaining unit member's work year shall not exceed 164 workdays as identified by the approved Academic Calendar. The bargaining unit member may waive this requirement, provided that additional workdays beyond the standard 164 days shall be paid based on a proration of the bargaining unit member's base salary.
 - 2. A bargaining unit member's scheduled workweek shall not exceed five (5) consecutive calendar days, unless waived by the member or as may be required for student or programmatic needs.
 - 3. A bargaining unit member's workday shall not exceed seven (7) consecutive hours, unless waived by the member or as may be required for student or programmatic needs.
 - 4. Bargaining unit members may be required to attend up to two (2) Commencement days per year. Attendance at a Commencement will be the duty requirements for those days.
 - 5. The College's regular business hours are normally 8 am to 4:30 pm, Monday through Friday, excluding College designated holidays. A bargaining unit member is expected to be available for classes, required meetings, and other required activities during these times. Work hours for bargaining unit members may also be scheduled after these hours for the efficient operation of the College. When a unit member is scheduled for evening work hours, work will be scheduled with a minimum period of twelve (12) consecutive hours separating the end of the evening work assignment and the beginning of the faculty member's assignments on the following workday unless waived by the member or as may be required for student or programmatic needs.

6. A bargaining unit member who has accepted summer assignments shall be deemed to have waived the limitations as provided in 10.2.A.1 above, in respect to the summer assignments.
 7. A bargaining unit member who has accepted overload assignments shall be deemed to have waived the limitations as provided in 10.2.A.1, 10.2.A.2 and 10.2.A.3 above, in respect to the overload assignments.
- B. Schedules for bargaining unit faculty will allow time to teach required classes, meet office hour obligations, attend meetings, sponsor organizations, and participate in campus or college-wide projects and initiatives approved by the immediate supervisor. To perform such duties, bargaining unit members will schedule such activities to provide adequate access and service to students and other members of the College community. Faculty members shall maintain a physical presence on campus at least four days per week.
- C. Pursuant to Florida Statutes and Florida Administrative Rules, bargaining unit members' thirty-five (35) workweek hours include twenty-five (25) scheduled classroom and office hours per week. Bargaining unit members' workweek hours shall be accounted for by activities in the following three categories:
1. Instructional contact hours (Teaching Load). The regular instructional teaching load for bargaining unit members is fifteen (15) hours per week for a typical sixteen (16) week semester, or its equivalent.
 2. Office Hours. Bargaining unit members shall schedule and post ten (10) office hours per week for student interaction.
 3. Other Professional Responsibilities
 - a. Instructing students in conformance with the approved course profile and objectives as defined through the Curriculum Development and Review Committee.
 - b. Instruction-related activities including but not limited to preparing for classes, developing course materials for their classes, developing a class syllabus for each class assigned, loading their course material into LMS "shells" as appropriate, assessing and reporting student performance, submitting grades, maintaining class records, submitting student attendance data, grading papers, and submitting class grades.
 - c. Non-instructional activities, including but not limited to attending and participating in faculty meetings, committee meetings, community activities related to faculty opportunities, scholarly activities, and similar tasks not directly related to instructional duties.
 - d. Collaborating with colleagues in developing curriculum, evaluating and adopting textbooks, actively participating in standing and ad hoc committee and taskforce meetings, participating in shared governance activities, and similar activities as appropriate as contributions to the department, division, college and community.

- e. Providing academic accommodations to students with documented disabilities as soon as practical following receipt of notification from the Disability Resource Center (DRC) outlining the required academic accommodations.
 - f. Maintaining professional competency and credentials as necessary which may include activities recommended by their supervisor.
 - g. Completing required Professional Development as may be provided elsewhere in this Agreement.
 - h. Contributing to program review, planning and the assessment and improvement of student learning.
- D. Completion of required duties and responsibilities will be reviewed as part of the bargaining unit member's annual performance evaluation.
- E. Hours of service to the College may vary from week to week; therefore bargaining unit members are not required to schedule, post, or report specific hours involving other Professional Responsibilities.
- F. The administratively approved and posted faculty member's workweek schedule shall be the basis for all personal and sick leave as provided in the Leave Article in this Agreement.

10.3. Faculty Office Schedules

- A. Bargaining unit members will schedule and hold ten (10) office hours per week.
- 1. Office hours must be scheduled in minimum increments of thirty (30) minutes.
 - 2. Ten (10) office hours per week will be scheduled by the faculty member and approved by the supervising administrator and posted no later than the first day of classes to best meet the needs of the students. Half of scheduled office hours will be on a College site and the other half may be held in a virtual/electronic format. Office hours may be rescheduled as needed provided notices and/or electronic communication with students and the appropriate administrator's office will be posted in advance indicating alternate times that the faculty member will be available.
 - 3. Office hours will be published on all course syllabi and posted adjacent to the faculty member's campus office.
 - 4. Overload and summer office hours will be scheduled in accordance with Article 14.2.E. Office hours for online overload courses may be conducted virtually.
 - 5. In emergencies or other unusual circumstances, the bargaining unit member's supervising administrator, or designee, may approve exceptions to the published schedules of office hours for individual bargaining unit members.
 - 6. All scheduled office hours must be met except when the bargaining unit member is on approved leave, is performing other approved College activities, or is excused by their supervising administrator.

B. Virtual Office Hours

1. Recognizing that the use of technology permits faculty and students to communicate at times and locations beyond the typical college workweek, bargaining unit members may schedule virtual office hours as an alternative to on-campus office hours, as set forth herein.
2. Virtual office hours may be conducted on or off campus but must be conducted via the official Learning Management System (LMS), currently Canvas, or other College-approved software, such as Microsoft Teams.

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.

- F. Non-Applicability of Grievance Procedure. This grievance procedure cannot be used by the Union or any bargaining unit member to dispute a decision by the College that involves the exercise of judgment including but not limited to decisions not to renew the contract of an employee on annual contract or to dispute a decision by the College not to award a contract, or a promotion, to a unit employee, except to the extent that a grievance alleges the failure by the Administration to follow the procedures set forth in this Agreement.
- G. Time Limits and Contents of Grievance. The time limits set forth in this Article are of the essence and must be strictly complied with, but may be extended by mutual written agreement of the parties. A Grievant's or the Union's failure to process a grievance within the time limits set forth in this Article, or that fails to contain the required contents in the Grievance as set forth below, shall mean that the Grievance shall be treated as withdrawn. Upon the failure of the College to provide a response within the time limits provided in this Article, the Grievant or the Union may appeal to the next grievance step. In the event a deadline for action by either party should fall on a weekend, or College holiday, the deadline shall be extended to the next working day. Due to the importance of processing a Grievance as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. In order to be eligible for processing, a Grievance must be timely filed in the form set forth attached as Appendix A and contain the following:
1. The name of the Grievant, whether it is an individual employee or the Union.
 2. The identification of the event or omission that gave rise to the Grievance and the time it occurred and a short, plain statement of the facts surrounding the grievance, with an explanation of how the contract was violated.
 3. The citation of the particular sections and subsections of this Agreement (not articles alone) on which the Grievant relies.
 4. A statement of the precise relief sought.
 5. The signature of the Grievant(s).
- H. Exceptions to Grievance and Arbitration. Unless specifically stated otherwise elsewhere in this Agreement, the provisions of this Grievance and Arbitration Article shall apply to the entire Agreement.

11.2. Grievance Process

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

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

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

- B. Step II. If the Grievance is not settled at Step I, or if no written response is received by the Grievant at Step I, or if the response is not acceptable to the Grievant at Step I, the Grievant may appeal the Grievance to Step II. 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 appeal must be filed within ten (10) working days of the receipt of the answer from the immediate administrative supervisor or, if no written answer is received, within ten (10) working days after the expiration of the ten (10) working day period specified in Step I. Such appeal shall be in writing and shall include a copy of the Grievance filed at Step I and the Step I response, if any. The Step II filing shall be filed with the next level of supervision above that at Step I (the "Next Level Supervisor") and a copy provided to the Director of Human Resources. Once the grievance document has been properly filed at Step II, there shall be fifteen (15) working days in which to provide a written response to the Grievant. The written response may consist of a notation on the grievance document. A meeting to discuss the Grievance at Step II may be conducted at the discretion of the Next Level Supervisor.
- C. Step III. If the Grievance is not settled at Step II, or if no written response is received at Step II or if the disposition of the Grievance is unacceptable to the Grievant, the Grievant may appeal the Grievance to Step III by filing an appeal with the President (or an individual designated to hear Grievances at Step III) and a copy provided to the Director of Human Resources within ten (10) working days after the receipt of the answer at Step II, or if no answer is received, within ten (10) working days after the expiration of the fifteen (15) working day period applicable to Step II. Once the grievance document has been properly filed at Step III, a meeting to discuss the Grievance at Step III will be conducted by the President (or individual designated to hear Grievances at Step III) within fifteen (15) days. There shall be fifteen (15) working days in which to provide a written response to the Grievant after the meeting. The written response may consist of a notation on the grievance document.

11.3. Arbitration

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

- 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.

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

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

- G. Applicability of Grievance Procedure. Unless specifically and clearly excluded from grievability, this grievance procedure is applicable to any and all provisions of this Agreement.
- H. Reprisal. No reprisals of any kind will be taken by the Administration of the College and/or the Union against any bargaining unit member because of his/her participation in this grievance procedure.
- I. Files. Grievance materials will be maintained in a file designated by the College and separate from personnel files as permitted by and in accordance with the Chapter 1012.81, and Florida Public Records Law. A copy of the arbitrator's decision shall be placed in the Grievant's personnel file.

ARTICLE 12: TEXTBOOKS

For the purpose of this Article “Textbooks” includes required course materials. The parties agree that student access to affordable high-quality textbooks is critical to the academic success of students and consistent with applicable law. Textbooks should support achievement of student learning outcomes, be adaptable to a variety of learning styles, and represent value for students.

The choice of textbooks is a responsibility of the academic division, with the selection of specific materials being a function of the faculty teaching a specific course. Faculty should be well-informed regarding current and new textbooks available in their disciplines and should strive for consensus in the selection of textbooks in their content discipline.

A. Selection

1. Faculty shall lead the textbook selection and meet the timely requirements of the adoption process.
2. If a faculty member is the only full-time faculty member teaching a course, such member shall select the textbook for the course.
3. If two or more sections of the course are offered and taught by two or more full-time faculty members, or if the course is part of a sequence of courses that would normally use the same text, the fulltime faculty who are teaching the relevant sections shall have the right to serve on a committee to select such texts for the course(s).
4. The faculty or committee will forward the textbook selection to the appropriate Assistant Dean or academic administrator.
5. The Assistant Dean or academic administrator is responsible for approving the adoption and coordinating the submission of the approved adoptions with the bookstore according to published deadlines, College procedures, and Florida law, including 1004.085 Florida Statutes.

B. Faculty are required to select from the adopted textbooks in their course, and shall use the textbooks adopted for the course.

C. Faculty are encouraged to participate in the development, adaptation, and review of open access instructional resources/textbooks, particularly for high demand general education courses.

D. No faculty shall demand or receive anything of value in exchange for requiring students to purchase specific textbooks or course materials.

ARTICLE 13: FACULTY CONTRACTS

Issuance of Faculty Contracts

- A. Faculty employment contracts, both continuing and non-continuing contracts, will be awarded in accordance with State Board of Education Rule (“SBE”) 6A-14-041 and 6A-14.0411.
- B. Continuing Contract Positions. All faculty members hired into a position eligible for continuing contract, must meet the following minimum requirements in order to be eligible for continuing contract:
 - 1. Faculty hired into continuing contract eligible positions may be awarded continuing contract upon completion of at least 5 years of successful full time teaching during a period of not more than 7 years at the College. Such service must be continuous except for leave duly authorized and granted. Any faculty member who is not awarded continuing contract after 7 years is no longer eligible for continuing contract status and will not be considered for further employment. To be recommended for continuing contract after the completion of 5 years, the faculty member must demonstrate a consistent average of at least 80% on student evaluation measures of instructional effectiveness each semester, and meet all other eligibility criteria.
 - 2. The faculty member must have been reappointed for the following year without reservations or specifications.
 - 3. The faculty member must have been recommended by the President for continuing contract based on successful performance of duties and demonstration of professional competence, in accordance with Board rules or policies.
 - 4. Criteria for Placement on Continuing Contract shall be in accordance with Rule 6A-14.0411.
- C. Term of Continuing Contract. Each employee issued a continuing contract shall be entitled to continue in his or her respective full-time faculty position at the college without the necessity for annual nomination or reappointment until the individual retires or resigns from employment, except as provided in State Board of Education Rule 6A-14.0411 and/or District Board of Trustees Rule and/or as otherwise provided in this Agreement.
- D. Termination of a continuing contract employee is not subject to the grievance, arbitration, hearing or discipline/termination procedures provided by this Agreement. Non-renewal of a contract shall not entitle the bargaining unit member to the reason(s) for non-renewal. Non-renewal of a contract is not subject to grievance, arbitration, hearing or discipline/termination procedures provided by this Agreement.

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.

- G. Equitable Opportunity. Each bargaining unit member shall be given assignments which provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for promotion, tenure, continuing or multi-year contracts, successful performance evaluations, and merit salary increases.
- H. It is the responsibility of the administration to establish course schedules and assignments for bargaining unit members.
- I. “Qualified and credentialed” shall mean that the faculty member as reasonably determined by the supervisor has the necessary knowledge and expertise to teach a specified course as well as the required degree credentials expected by the College’s accrediting body and established in the SCF Credentials Handbook.

14.2. Overload Assignments

- A. An overload is defined as any class load or other compensated workload assignment that is assigned in addition to the regular teaching load for a bargaining unit member. For the purposes of this Article, “a course overload” shall be construed as any teaching or compensated workload in excess of the fifteen (15) instructional load hour (ILH) obligation pursuant to Article 10.2.C. of this Agreement whether a single course or multiple courses of lesser credit.
- B. Bargaining unit members may teach courses above the base workload. These optional added courses in excess of the base contract are deemed to be overload assignments and will be compensated appropriately.
 - 1. Bargaining unit members shall not be required or obligated to teach overload assignments.
 - 2. If the need arises, an administrator may request bargaining unit members to accept overload hours to meet the needs of the College.
 - 3. Overload instructional hours are in addition to the bargaining unit member’s basic work week duties and responsibilities.
- C. Any bargaining unit member who desires an overload assignment should submit a written request to the appropriate supervising administrator on or before four (4) weeks from the published Viewing Date for Student View of the Schedule.
 - 1. Overload requests by bargaining unit members will be fulfilled prior to making instructional assignments to adjunct faculty as provided below.
 - 2. Overload assignments will be made in a fair and equitable manner among qualified and credentialed faculty with the same considerations set forth in Section 14.1.B.
- D. The supervising administrator shall equitably distribute overload assignments to those bargaining unit members who request one or more overloads and who received all “acquiring/making progress” or better on their last annual performance evaluation. Bargaining unit members receiving less than all “Acquiring/Making Progress” or better may be assigned overloads at the discretion of the department chair/dean. All overload assignments shall be made with the same considerations provided in Section 14.1.B and as follows.

1. Each qualified and credentialed bargaining unit member who requests an overload assignment shall receive one course overload prior to any bargaining unit member receiving a second overload course assignment.
2. Once all qualified and credentialed bargaining unit members who requested an overload have received one course overload assignment, the supervisor shall assign a second course overload to those requesting more than one course overload.
3. The supervisor shall continue to assign course overloads in this manner until all qualified and credentialed bargaining unit members requesting overloads have received six (6) ILH overload (21 ILH total) per semester. Assignment of overloads greater than 21 ILH total per semester shall require approval of the appropriate dean and Associate Provost, and assignment of overloads greater than 24 ILH shall require approval of the chief academic officer of the College when deemed in the best interest of the College.
4. Bargaining unit members with an overall "Acquiring/Making Progress" or better rating will receive preference over those with an overall "Needs Improvement" rating who are approved for an overload by his/her immediate supervisor.
5. A bargaining unit member who has received an overall "Needs Improvement" may be approved for overloads at the supervisor's discretion based on performance since the last annual performance evaluation.

E. Overload Office Hour Requirements.

1. For overloads of one (1) to five (5) contact hours, a bargaining unit member will be available to schedule by appointment one (1) additional office hour.
2. For course overloads of six (6) contact hours or more, the bargaining unit member will be available to schedule by appointment two (2) additional office hours.
3. The availability of office hours by appointment for overloads must be noted on the member's office schedule in addition to the ten (10) regular office hours and comply with all office hour requirements stated in this Agreement.

F. All overloads shall be paid as provided in this Agreement.

14.3. Summer Assignments (Off contract)

- A. A Summer Assignment is defined as any class load or other compensated workload assignment that is assigned during the Summer when the bargaining unit member is "off-contract."
- B. Bargaining unit members may teach courses during their "off-contract" time in the Summer.
 1. Bargaining unit members shall not be required or obligated to teach Summer Assignments.
 2. If the need arises, an administrator may request bargaining unit members to accept Summer Assignments to meet the needs of the College.
- C. Any bargaining unit member who desires a Summer Assignment should submit a written request to the appropriate supervising administrator as applicable during the development of the course schedule, the time frame of which shall be communicated to the bargaining unit members.

1. Summer Assignment requests by qualified and credentialed bargaining unit members will be fulfilled prior to making summer instructional assignments to adjunct faculty as provided below.
 2. Summer Assignments will be made in a fair and equitable manner among qualified and credentialed bargaining unit members with the same considerations set forth in Section 14.1.B. Reasonable effort shall be made to ensure that bargaining unit members have the opportunity to receive up to a maximum of 12 ILH as set forth in “Other Teaching Assignments” in Article 25.8.
 3. Summer Class cancellations. In the event of the cancellation of any in-unit bargaining member’s requested summer classes, the bargaining unit member may request to have the immediate supervisor replace the cancelled classes. Replacement of cancelled classes, where determined to be feasible, 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.
- D. The supervising administrator shall equitably distribute Summer Assignments within a discipline to those qualified and credentialed bargaining unit members who request one or more such assignments and who received all “Acquiring/Making Progress” or better on their last annual performance evaluation. All Summer Assignments shall be made with the same methodology set forth in Sections 14.1 and 14.2.
- E. These optional Summer Assignments beyond the basic contract period will be compensated as provided in this Agreement.

ARTICLE 15: REDUCTION IN FORCE

15.1. Layoff/Reduction in Force.

- A. A reduction in force (“RIF” or “layoff”) is an involuntary separation of a bargaining unit member from service due to financial exigency, lack of work, organizational changes, declining student enrollment or other reason of necessity that requires a reduction of faculty. Separation by reduction in force shall not be used to discipline a bargaining unit member for unsatisfactory work performance or undesirable conduct.
- B. The decision to reduce/reassign bargaining unit members is within the inherent management authority of the College as provided in Chapter 447.209, Florida Statutes, and is not subject to bargaining other than the impact of the action pursuant to law.
- C. Prior to implementing layoffs, the College may seek voluntary retirements and resignations from the faculty. When voluntary retirements and resignations are sought, faculty shall be provided, where practicable, a period of no less than sixty (60) days within which to pursue voluntary retirement or resignation. Subject to Article 15.2 below, no bargaining unit member shall be subject to layoff while there is a vacancy for which the bargaining unit member is credentialed and qualified. Placement of a bargaining unit member into a different position as a result of layoffs shall be treated as an involuntary transfer in all respects not explicitly specified in this Article.
- D. Nothing in this Article shall be construed so as to provide a guarantee of continued employment, layoff rights, or recall rights to annual contract bargaining unit members beyond the end date of their contract.

15.2. Layoff Considerations.

- A. The following criteria (the “Criteria”) shall be used to rank bargaining unit members to be retained in a reduction in force:
 - 1. Quantifiable measured effectiveness in the performance of faculty duties;
 - 2. Continuing professional development;
 - 3. Currency and scope of subject matter knowledge;
 - 4. Relevant feedback from students, faculty and employers of students;
 - 5. Service to the department, college, and community;
 - 6. Measures of student success, which may include:
 - a. Demonstrated or documented learning gains;
 - b. Course completion rates; as established in Article 20.3.G.1.g
 - c. Graduation and/or certification rates;
 - d. Continued success in subsequent and additional courses or educational pursuits;
 - e. Job placements in the appropriate field; and
 - f. Other measures of student success approved by the Board.
 - 7. Seniority as defined in Article 14.1.D;

If additional Criteria are required to differentiate bargaining unit members to be retained in the event of a reduction in force, the following criteria may also be considered:

8. Educational qualifications, efficiency, compatibility, student learning outcomes, character;
 9. Capacity to meet the educational needs of the community;
 10. The length of time the duties and responsibility of this position are expected to be needed; and,
 11. Other criteria determined by the Board.
- B. Bargaining unit members shall be laid off starting with the lowest rank according to the Criteria until no further layoffs are necessary.
- C. No bargaining unit member shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator or a non-bargaining unit member entering the bargaining unit.
- 15.3. Alternative/Equivalent Employment. The College shall make a reasonable effort to assist the laid-off bargaining unit member in locating appropriate alternate or equivalent employment within the College.
- 15.4. Notice. Bargaining unit members shall be informed of layoff as soon as practicable. Where circumstances permit, bargaining unit members with less than three years of continuous College service shall be provided at least sixty (60) days' notice prior to the effective date of such layoff, and bargaining unit members with three or more years of continuous College service shall be provided at least one (1) full semester's notice. Bargaining unit members who have received notice of layoff shall be afforded the recall rights granted under Articles 15.3 above and 15.5 below. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the bargaining unit member with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing.
- 15.5. Re-employment/Recall.
- A. Recall of laid off bargaining unit members shall abide by the following:
1. A bargaining unit member who has been laid off under this Article with an evaluation rated at "meets expectations" or better on their most recent evaluation, and who is not otherwise employed in an equivalent full-time position at the College, shall for a period of 12 months from the date of release (the "Recall Period"), be granted recall preference for re-employment at the College in lieu of a new hire and offered re-employment in the same or similar position at the College should an opportunity for such re-employment arise subject to the following conditions:
 2. Recall consideration will apply to subsequently posted vacant bargaining unit positions at the College for which the laid off faculty member is credentialed and qualified to teach.
 3. The College shall send notification of all faculty openings to all unit members subject to recall considerations during the Recall Period. It shall be the bargaining unit member's

responsibility to keep the College advised of his or her current address. It is the responsibility of the laid off bargaining unit member to respond in writing within fifteen (15) days of receipt of notice to make a timely application for any position opening and to ensure that the College is made aware of the member's recall eligibility. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of receipt of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of reemployment is not accepted, the bargaining unit member shall receive no further consideration pursuant to this Article.

4. If more than one bargaining unit member applies for an opening, recall consideration will be based on the same ranking as developed in Section 15.2 above.
5. The recalled bargaining unit member shall receive the same credit for years of service for purposes of layoff as held on the date of layoff. The recalled bargaining unit member shall resume employment at the same rank, the same contract status, and a salary no less than he or she would have held had he or she remained employed by the College for the duration of the layoff. In the event the recalled bargaining unit member is recalled to a position in a different department or at a different campus than he or she occupied prior to the layoff, during the Recall Period, he or she will have the right to return to their previous department and/or campus upon posting of such vacancy for which the bargaining unit member is credentialed and qualified.
6. Employee Assistance Programs. Bargaining unit members participating in an employee assistance program who receive a notice of layoff may continue to participate in that program consistent with the College's Employee Assistance Program set forth in Article 24.3.

ARTICLE 16: FACULTY CREDENTIALS, SCREENING, AND CAMPUS ASSIGNMENTS

16.1. Minimum Credentials

- A. To be in compliance with the published requirements of the College's accrediting body and other accrediting agencies all instructional faculty members must satisfy the minimum credentials requirements published by these agencies.
 - 1. The bargaining unit member is responsible for assuring compliance with minimal credentialing standards.
 - 2. In the event of changes in credentialing requirements, the bargaining unit member may be eligible for tuition reimbursement as specified in this Agreement.
- B. If the College determines that a bargaining unit member does not satisfy the College's accrediting body criteria, the College will determine if the bargaining unit member has outstanding professional experience and demonstrated contributions to the teaching discipline which may constitute an "exceptional case" in lieu of formal academic preparation as provided for in the credentialing criteria. Bargaining unit members with overall evaluation ratings of "Meets Expectations" or better may be allowed time, subject to constraints imposed by College's accrediting body or other credentialing agency requirements, to come into compliance with changed credentialing requirements according to reasonable arrangements approved by the Provost or designee.
- C. Credentials determined to meet requirements established by the College's accrediting body shall be determined by the College, with input from the faculty and will be published in the SCF Credentials Handbook.

16.2. Screening Committees

- A. The College retains the right and responsibility for determining the number and type of faculty positions required in each department, and for the selection of individuals to fill these positions. The parties agree that it is in the best interest of students and the College to recruit and retain high quality permanent faculty.
- B. The College recognizes the importance of conferring with faculty in the hiring of faculty members in bargaining unit positions. Therefore, each applicant for a bargaining unit position will be required to follow the College's approved hiring procedures, which include an evaluation and recommendation by a screening committee as set forth in the College Policies and Procedures as of ratification of this Agreement.
- C. The appropriate Department Chair shall appoint and chair a screening committee. Where possible, faculty members from the discipline for which the position was posted will comprise a majority of the committee members.
- D. It is the responsibility of the Provost, or designee, in consultation with Human Resources, to develop the general timetable for screening and interviewing. The screening committee, in consultation with Human Resources, shall develop the core questions and other components of the interview (writing exercise, teaching demonstration, etc.) to be asked of all applicants,

evaluate applicant responses, and determine the length of each interview and the voting process.

16.3. Campus Assignments

- A. Bargaining unit members acknowledge they are hired and employed by the College, not a specific campus. The College reserves the right to assign the primary campus at which bargaining unit members shall teach and fulfill their duties and responsibilities. Bargaining unit members shall not be required to teach courses away from their primary campus except when one or more of the following apply:
1. By mutual agreement between the bargaining unit member and his or her immediate supervisor.
 2. Course enrollment on the primary campus is insufficient for the faculty member to teach a full load on the primary campus;
 3. It is deemed necessary for a faculty member to teach away from the primary campus in order to balance course offerings across campuses;
 4. When course coverage is temporarily required due to an instructor being rendered unable to teach due to illness, injury, separation from employment, or other unforeseen circumstances;
 5. When due to unforeseen circumstances, the College deems it is in the best interest of students or necessary for the efficient operation of the College.

In the case of (2)-(5) above, the College shall, whenever possible, first solicit volunteers before involuntarily assigning a bargaining unit member away from his or her primary campus. In the case of (4)-(5) above, no such bargaining unit member may be required to teach away from his or her primary campus for more than one (1) semester. When a bargaining unit member is involuntarily assigned to teach at more than one campus per day under this section, he or she shall be reimbursed for mileage incurred traveling from one campus to the other, and back if applicable.

- B. A bargaining unit member, who has an evaluation rated at “meets expectations” or better on their most recent evaluation, may submit a request in writing to their supervising administrator to transfer to a different primary campus when an opening on another campus is sought to be filled. The request must be received prior to any external advertisement or announcement of the opening. This request shall be considered and, when determined to be in the best interest of the College and students, may be given preference ahead of any faculty to be hired who would have a teaching responsibility at the campus the bargaining unit member is requesting. Transfer requests that would disrupt the college’s ability to offer the full range of courses at the different campuses may be denied at the College’s discretion.

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.

1. Written Reprimand. A written reprimand is a formal notice that inappropriate behavior, or violation of a rule, policy, or procedure has occurred and outlines the specific steps which must be taken to correct the problem. It should include notice that more serious disciplinary action will take place if corrective action is not taken or repeat violations occur. Written reprimands shall be discussed with the faculty member in person. Documentation of each step in the disciplinary process shall be made by the initiating administrator. The bargaining unit member may provide a written response to the written reprimand which shall be filed with the written reprimand in the bargaining unit member's personnel file in accordance with law, including Section 1012.81, Florida Statutes.
2. Suspension. If, just cause for disciplinary action is determined, a bargaining unit member may be suspended provided that notice of intent has been provided pursuant to Section 17.3 B.

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

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

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

- B. Notice of Intent. When the President or representative has reason to believe that a Suspension, termination of a non-continuing contract, or return to annual contract should be imposed, the President or representative shall provide the bargaining unit member with a written notice of the proposed action and the reasons therefore.
1. Such notice shall be sent certified mail, return receipt requested, or delivered in person with written documentation of delivery obtained.
 2. The bargaining unit member shall be given ten (10) College business days in which to respond in writing to the President or representative before the proposed action is taken. The President or representative then may issue a Notice of Disciplinary Action under Article 17.3.D below.

3. The bargaining unit member has a right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action.
 4. If the President or representative does not issue a notice of disciplinary action, the notice of intent shall be retained in the bargaining unit member's limited access file in accordance with law.
- C. Notice of Discipline. All notices of disciplinary action provided in Article 17.3.B shall include a statement of the reasons therefore, a statement advising the bargaining unit member if the action is subject to Article 11 – Grievance and Arbitration of this Agreement and/or an Administrative Hearing, pursuant to Chapter 120 Florida Statutes, at the bargaining unit member's discretion except as provided in Article 17.3.A.3 or as otherwise provided in this Agreement. All such notices shall be sent certified mail, return receipt requested, or delivered in person to the bargaining unit member with written documentation of delivery obtained.
- D. Nothing in this Article shall be deemed to give any bargaining unit member not on continuing contract status any property interest in his or her employment.
- E. During all disciplinary proceedings, a bargaining unit member shall have the right to consult with, and be represented by a representative of his or her choice including legal counsel.

The bargaining unit member shall have the right to respond to disciplinary action in writing and have that response attached to the report of discipline. If any material is found through mutual agreement, grievance process, or court proceeding to be inaccurate or inappropriate, that finding shall be documented in the official personnel file of the bargaining unit member and handled in accordance with applicable statutes.

ARTICLE 18: PROFESSORIAL RANK

The purpose of professorial ranking is to recognize merit among faculty members based on four criteria: academic degrees and other approved educational advancement, length of service, professional competency based upon the College's evaluation system, and contributions to the College and community. Until agreed to otherwise by the parties to this Agreement, professorial ranking and promotion of bargaining unit members shall be governed by and proceed in accordance with the "Professorial Ranking System" guidelines, July 2017 edition, attached hereto and incorporated herein as Appendix B.

ARTICLE 19: PROFESSIONAL DEVELOPMENT

19.1. Intent

The parties recognize the importance of faculty continuing professional development throughout their employment at the College.

19.2. College Obligations

The College agrees to sponsor programs, seminars, and workshops during in-service days and at other times throughout the year. Faculty members may complete such College-sponsored development opportunities, or undergraduate or graduate college-credit courses and/or programs, occupational and/or professional continuing education courses or programs, professional conferences, and community service, or any combination thereof to satisfy professional development obligations.

19.3. Bargaining Unit Member Obligations

Each year a bargaining unit member must complete appropriate professional development activities which shall be included in the annual performance evaluation.

ARTICLE 20: FACULTY PERFORMANCE EVALUATION

20.1. Evaluation Objectives and Overview

- A. The Performance Evaluation process is intended to improve the quality of teaching or service performed by the bargaining unit members by encouraging and supporting professional development, promoting personal reflection, planning and establishing goals, and valuing self-assessment and experimentation. Evaluation results may be used for decisions related to assignments, non-renewal of annual contract, suspension, dismissal, return to annual contract or other personnel matters consistent with this Agreement. Furthermore, the evaluation process should include every aspect of the bargaining unit member's work assignment and should include a wide variety of information.
- B. The parties agree that with respect to bargaining unit members, the phrase "academic year" shall be defined as the 164 scheduled workdays as described in Article 10.2.A. of the agreement. The evaluation period for all bargaining unit members is the academic year. Faculty may be evaluated once each academic year. Faculty on annual contract or seeking to improve performance may be provided an opportunity for assessment of progress and feedback more often, but all observations and summaries will be consolidated into one formal evaluation.
- C. Bargaining unit member evaluations will be written in a form and format specified by the College, consistent with this Agreement, and using the college's evaluation tools.
- D. The evaluation of faculty is the responsibility of the Administration. The Administration shall not assign any portion of the Faculty Performance Evaluation of faculty members to other members of the bargaining unit except as otherwise noted in this Agreement.
- E. Student opinion surveys are intended to provide constructive feedback to faculty members to aid in personal and professional improvement.
- F. The Performance Evaluation shall be protected as confidential and exempt from Florida public records laws to the extent provided by 1012.81 Florida Statutes and other applicable laws.
- G. The overall Faculty Evaluation shall result in a determination of "Excels, "On Target," "Acquiring/Making Progress, "Needs Improvement" or "Does Not Meet Expectations".
- H. Bargaining unit members will be entitled to have a UFF-SCF representative present during the pre-evaluation and post-evaluation conferences described below.

20.2. Steps and Components of the Performance Evaluation

- A. Bargaining unit member's performance evaluations shall normally consist of the following:
 - 1. Faculty Goals
 - 2. Pre-Evaluation Conference
 - 3. Formal Classroom Observation (performed as provided herein)
 - 4. Student Opinion Surveys
 - 5. Faculty Accomplishments and Self-Assessment

6. Other documentation the faculty member may wish to be considered
 7. Faculty Performance Review including Overall Summary (narrative overall evaluation and conclusions)
 8. Post-Evaluation Conference
 9. Faculty Response (optional)
- B. Records pertaining to active investigations, disciplinary actions, and grievance proceedings may not be used or considered in the evaluation process until final determinations are rendered or they are considered final pursuant to F.S. 1012.81.

20.3. Evaluation Procedures

- A. Faculty Goals. Bargaining unit members will submit annual goals plans for development in accordance with the Academic Calendar for the current academic year. Faculty on continuing contract and returning annual contract faculty are encouraged to submit these documents in Spring of the previous academic year to assist in departmental planning and assignments.
- B. Pre-Evaluation Conference. After receipt of the Goals statement, the supervising administrator and faculty member will meet at either party's request to discuss the faculty member's goals, departmental needs, administrative expectations, and professional development possibilities for the year. The goals may be modified during the year with the approval of the supervising administrator.
- C. Observation. Each bargaining unit member shall be formally observed online, in the classroom, lab, and/or studio a minimum of one time during the Fall or Spring semesters (unless the observation is mutually waived). Additional formal online, classroom, lab, or studio observation of a bargaining unit member may be conducted at other times at the request of the bargaining unit member or at the discretion of the evaluator.
 1. The observer and bargaining unit member will determine a specific date or range of dates for the observation unless the bargaining unit member prefers not to establish such a date. In such case, the observer should specify a three-week time period during which the online, classroom, lab or studio observation will be conducted. The formal observation should ideally occur during a class session where active learning and student participation is expected. The observer may be a bargaining unit member.
 2. At the request of the bargaining unit member or the evaluator, a pre-evaluation conference may be held between the evaluator and the bargaining unit member before the formal observation so that the bargaining unit member may be apprised of the evaluation procedures and methods. The observer, if different than the evaluator, may participate in this pre-evaluation conference. During this conference the bargaining unit member shall apprise the evaluator of the goals, specific objectives, and desired outcomes of his/her course(s) and/or the specific class meetings to be observed.
 3. Nothing in this section shall be construed so as to prevent contemporaneous observation of a classroom when circumstances warrant and prior notice is not possible or practicable.

- D. Student Opinion Surveys. Each semester all bargaining unit members will have students in each assigned course section complete Student Opinion Surveys.
1. Each bargaining unit member will be evaluated online by students in all classes each semester. The summer sessions may be excluded.
 2. Surveys shall be in accordance with this Agreement. Surveys shall be electronic and completed online. Reasonable safeguards shall be in place to ensure that student surveys shall be anonymous, no students shall generate more than one survey per class, every student who completes the section is permitted to complete a survey, and no student who has withdrawn from a section shall complete a survey for that section.
 3. Surveys shall be conducted no earlier than the Last Day to Withdraw and no later than the week prior to final exams.
 4. The College shall generate a summary report of all surveys providing average scores for each item and containing all student written comments for each section for each bargaining unit member for use in institutional effectiveness and determining trends. All surveys shall continue to be "evaluation records". However, only the summary reports shall be included in the final Faculty Performance Review document.
 5. Surveys are intended to provide constructive feedback to faculty members to aid in personal and professional development and improvement. Trends over time may be considered as one aspect of the overall Performance Evaluation.
- E. Faculty Accomplishments and Self-Assessment. No later than the fourth week of Fall Semester, each full-time bargaining unit member will complete the Accomplishments and Self-Assessment and submit it to the supervising administrator. This shall include, but is not limited to, a summary of all Professional Development activities, a summary of involvement and service to the College, the Division, the Profession, and the Community, a summary of awards and/or accomplishments, and a brief narrative self-assessment report.
- F. Other Documentation. A faculty member may present for consideration additional information relevant to the performance evaluation process. Such documents should be presented prior to completion of the Overall Summary but no later than the Post-Evaluation Conference.
- G. Faculty Performance Review and Overall Summary.
1. The supervisor shall consider and provide evidence of competencies, including, but not limited to the following in completing the Faculty Performance Review:
 - a. Subject Knowledge - This competency may be measured by documented expertise that demonstrates credibility, competency, experience, and a working knowledge of current trends and developments (which may include appropriate certification) in the instructor's discipline.
 - b. Instructional Design - This competency may be evidenced by clearly organized and detailed course materials, presentations, exercises, and assignments that engage students and encourage success, as well as proficient use of technology in instruction.
 - c. Instructional Delivery - This competency incorporates communication skills that support the learning environment by generating interest in and enthusiasm for the

subject matter and adaptability to student needs for success. Based on supervisor observation or conversation.

- d. Instructional Management - This competency is dependent upon the skills necessary to maintain and manage the delivery of the course including but not limited to meeting classes, tracking student records, assigning grades, and monitoring attendance.
- e. Collaboration - Is an effective team player who adds complementary skills and contributes valuable ideas, opinions and feedback. Communicates in an open and collaborative manner and can be counted upon to fulfill any commitments made to others on the team. This is distinctly different from those who withhold ideas and opinions, offer ideas or opinions that rarely add value to team discussions, have established a track record with many unmet commitments, and/or have not contributed skills that complement the skills of others on the team.
- f. Professionalism - Acts in a courteous manner; actively listens to others to ensure full understanding; demonstrates awareness of "everything speaks" and reflects this in their workspace. Demonstrates concern for others and is empathetic and caring. This differs from those who tend to treat others in a discourteous manner, do not listen attentively and show little or no empathy toward colleagues. Does not demonstrate regard for "everything speaks", as personal workspace is often in disarray.
- g. Student Completion - Student Completion rates are not considered part of a faculty member's annual evaluation except in cases where the average of his/her rates are out of range with the departmentally established rates over a period of several semesters. Such an occurrence would invite further inquiry and initiate a collaborative discussion with his/her supervisor to develop a plan of action for improvement.
- h. Student Satisfaction - This competency will be evidenced by averaging at least an 80% student satisfaction score or higher over the academic evaluative period provided at least 50% of students in the applicable section complete the student opinion surveys. This percentage shall be totaling the "agree" and "strongly agree" responses on the relevant student evaluation items (as decided by the faculty, department chairs, and academic administration). Evidence would include a summary of the faculty member's strengths and weaknesses in response to student evaluations.
- i. Goals - The successful achievement or progress of goals set in the previous year's annual goal setting process and, in addition, those developed in the goal section of the employee's personal pages are rated in this section.
- j. Professional Growth - Professional Growth includes those activities in the faculty member's area of expertise that contribute to updating, maintaining, or disseminating knowledge in the professional community. Documentation may include membership cards, contributions to professional journals, research, publications, publication or performance reviews, conference papers, and attendance or presentations at workshops, seminars, webinars, and/or conferences. Professional development may also include advanced courses, certification, professional meetings or other relevant staff development endeavors, grant writing, curriculum development or revisions, or learning new technologies that enhance teaching.

- k. Contribution to Dept./Institution – College service includes any college-related activities other than teaching and professional development that promote the mission and goals of the college.
 - l. Other relevant competencies reflecting the faculty member’s performance
- 2. The supervising administrator shall review and assess all the components of the evaluation and complete a brief narrative assessment of the faculty member’s performance and accomplishment of the stated goals.
 - a. This shall include an overall evaluation rating of “Excels, ”On Target,” “Acquiring/Making Progress, ”Needs Improvement” or “Does Not Meet Expectations”.
 - b. For any bargaining unit member who receives an overall rating less than “Meets Expectations”, the supervising administrator will identify any deficiencies and may provide suggestions, professional development opportunities, or otherwise assist the faculty member with any necessary correction or remediation including a performance improvement plan.
- H. Post-Evaluation Conference. During the Spring semester, the supervising administrator shall meet with the faculty member after completion of the evaluation to review and discuss the evaluation.
- I. Faculty Response. A bargaining unit member may have objections noted on the evaluation tool and supporting documents to the evaluation placed in the limited-access portion of the personnel file. The rebuttal shall be signed by the evaluator to indicate awareness of its contents.
- J. The Administration shall take no action against a faculty member for including a written response to the evaluation, or otherwise exercising any rights or remedies provided herein.

20.4. Appeal of an Evaluation

- A. If the bargaining unit member receives an overall evaluation rating of “Needs Improvement” or “Does Not Meet Expectations” and believes the supervisor failed to follow proper evaluation procedures or included factually inaccurate information, the bargaining unit member shall have the right to pursue the grievance and arbitration procedures in this Agreement. No claim or evaluative conclusion involving the exercise of managerial judgment or discretion shall be subject to the grievance procedure. The sole procedure for resolving disputes over the exercise of managerial judgment or discretion provided in this Agreement shall be paragraph B below.
- B. Dispute of Evaluation Rating. If the bargaining unit member receives an overall evaluation rating of “Needs Improvement” or “Does Not Meet Expectations” and believes the overall evaluation rating does not accurately reflect his or her performance, they may request the supervisor reconsider the evaluation during the Post-Evaluation Conference. A bargaining unit member may appeal to the Provost or designee to intervene if informal discussion with the supervisor is unsatisfactory by requesting that any alleged false, misleading or omitted information in the evaluation be reviewed by the Provost or designee. Any request for a review by the Provost or designee pursuant to this section must be made in writing by the bargaining

unit member and received by the Provost or designee within 10 days of the Post-Evaluation Conference. The Provost or designee will determine if such information is false or misleading and may modify the evaluation, if appropriate. If omitted information is determined by the Provost or designee to be relevant to the evaluation, such information may be added, and the Provost or designee may modify the evaluation, if appropriate. In such cases, the Provost or designee may overturn the decision of the supervisor and may increase the overall evaluation rating accordingly. The decision of the Provost or designee shall be final and is not subject to the Agreement's grievance and arbitration procedure.

- C. Election to proceed under Section 20.4 shall also be to the exclusion of any other resolution process provided by the College's internal policies. Similarly, if a bargaining unit member elects to proceed with any other resolution process provided by the College's internal policies they shall do so at the exclusion of the appeal process outlined in Section 20.4 of this Agreement.
- D. Changes to the evaluation system shall take effect in the evaluation cycle immediately succeeding ratification of this agreement.

ARTICLE 21: LEAVE

21.1. Introduction and Purpose

- A. Employee absences must be duly authorized by the appropriate supervisor and subsequently reported and recorded as required in this Article. A bargaining unit member whose absence does not meet these criteria or who fails to return to the assigned workplace in a timely fashion will forfeit compensation for the time away from duty and may be subject to disciplinary action pursuant to Article 17 – Disciplinary Actions and Procedures.

B. Types of Leave

- 1. Administrative Leave (with or without pay)
- 2. Court Duty/Jury Duty
- 3. Domestic or Sexual Violence Leave (Protection Leave)
- 4. Emergency Leave
- 5. Family Medical Leave (FMLA)
- 6. Military Leave (USERRA)
- 7. Personal Leave
- 8. Professional Leave
- 9. Sabbatical Leave (see Article 22)
- 10. Sick Leave
- 11. Temporary Duty
- 12. Illness/Injury in the Line-of-Duty (Worker's Compensation)

C. General Provisions.

- 1. During leave of absence with pay, an employee shall continue to earn leave credit except while on extended professional leave, including sabbaticals.
- 2. No leave, except military leave, shall be granted at one time for a period greater than one year. However, leave may be renewed at the discretion of the College upon application. Each decision shall be based on the requirements of efficient operation of the College as well as on consideration of what is fair and equitable to the employee. Automatic renewals of leave shall not be allowed.

21.2. Administrative Leave

- A. A bargaining unit member on continuing contract who accepts an offer of annual employment in a capacity other than in which the continuing contract was awarded may be granted an administrative leave of absence from their faculty position in accordance with College Rule 6HX14-2.15 as effective on the date of ratification of this Agreement.
- B. A bargaining unit member may be placed on Administrative Leave pending investigation of a possible infraction that requires he or she be removed from the College for actions that might result in discipline as provided in Article 17-Disciplinary Actions and Procedures.

21.3. Court Duty/Jury Duty

- A. Bargaining unit members are encouraged to fulfill jury-duty service as their civic responsibility. A bargaining unit member who is called to serve on a jury panel, or who is

subpoenaed as a witness in a criminal or civil case, or is required to appear in court on a College-related matter, shall be granted leave of absence with pay for the duration of the required service in court. Bargaining unit members may use Personal Leave for voluntary and/or non-College related court appearances.

- B. When requesting court duty/jury duty leave, a bargaining unit member must submit a leave request in accordance with SCF's leave request process and forward a copy of the court order, subpoena, or jury duty notice prior to the leave and a jury attendance certification form(s) once the court duty has been completed to the Human Resources Office.
- C. Any fees paid by the court to the bargaining unit member for travel or expenses shall be retained by the bargaining unit member in accordance with law.

21.4. Domestic Violence Leave

- A. Per FS 741.313 as of the ratification of this Agreement, bargaining unit members may be granted up to three (3) days of paid leave in any twelve (12) month period if the bargaining unit member or family or household member of the bargaining unit member is the victim of domestic violence, sexual assault, or stalking.
- B. Domestic Violence or Sexual Violence Leave shall be requested as Protection Leave on SCF's Request for Leave of Absence Form. All requests and documentation relating to domestic violence leave will be kept confidential and exempt from disclosure to the extent authorized by law. The bargaining unit member should contact the Human Resources Office for guidance and provide verification documentation which may include copies of restraining orders, police reports, orders to appear in court, etc.
- C. Pursuant to FS 741.313(6), this Section 21.4 shall not be subject to the Collective Bargaining Agreement's Grievance and Arbitration procedure.

21.5. Emergency Leave

- A. The President or designee may order the closing of College facilities due to an impending or existing emergency or any unexpected circumstance deemed to require closure for the protection of life and/or property.
- B. All full-time personnel will be paid for their regularly scheduled work hours for the time period the College is closed. All full-time personnel on scheduled leave (sick, personal, vacation) will not be "charged" for the leave during a College closure. Personnel in this situation are required to complete a corrected Leave of Absence form. However, since the duration of an emergency related closure is impossible to predict, the College Administration reserves the right to adjust the length of time personnel will continue to be paid during a College closing. The College will use its best efforts to provide as much notice as practicable to employees in the event of a furlough due to emergency related College closure. Minimally, such notice shall be sent by the College not less than five (5) business days prior to the effective date of the furlough.

21.6. Family Medical Leave

- A. The bargaining unit member's and the College's rights and obligations under the Family Medical Leave Act will be determined by statute, applicable regulations, and court interpretations under the Act except that the College may establish, through administrative

procedure, benefits greater than those available under such statute, regulation, or court interpretation. The College policies and procedures applicable to bargaining unit members will be consistent with the College policies and procedures applicable to all other employees.

- B. As a component of the Family and Medical Leave Act (FMLA), an eligible employee, as defined therein, may take up to twelve (12) weeks of unpaid leave in a twelve (12) month period for the birth, adoption, or placement into the employee's foster care of a child pursuant to conditions set forth in the FMLA, including those for when both parents are eligible for FMLA leave. The employee may substitute any available paid leave for unpaid leave under this section at the option of the employee.
- C. Extended leave following depletion of FMLA. A bargaining unit member, who is unable to immediately return to work following the expiration of an FMLA leave, may request additional time (up to three months (90 days)), subject to the approval of the department administrator. Extended leave in excess of 30 days requires the approval of the Executive Vice President and Provost and/or College President. In extenuating circumstances, the President may grant a further extension of the leave (up to 365 days in total) in accordance with law. The College does not guarantee that a bargaining unit member's position will be available at the conclusion of the extended leave.
- D. The bargaining unit member may continue to use accrued sick leave during an extended leave. An employee who is a member of the sick leave pool may use this benefit in accordance with the Sick Leave Pool Rule 6HX14-2.51.
- E. During a paid extended leave all insurance premiums will be deducted from the employee's accrued leave. Once all accrued sick leave and sick leave pool benefits are exhausted the employee will be on unpaid leave until the end of the extended leave. When an employee changes to an unpaid leave status, benefits will terminate and the employee may elect to continue eligible health plans through COBRA.

21.7. Military Leave

- A. Pursuant to College Procedure 2.30.03 as effective on the date of ratification of this Agreement, the College shall provide military leave for bargaining unit members conforming to the Uniformed Services Employment and Reemployment Rights Act (USERRA). However, the College may provide benefits greater than those required under the act.
- B. Leave Accrual. Days on Personal and Sick Leave do not accrue, but the time served on active duty does count toward determining a bargaining unit member's earning rate upon return from active duty. Military Leave does count toward time accrual for service awards. Upon return from active duty, a bargaining unit member will be reinstated to the same, or a position of like seniority, status and pay, as that which he/she left prior to the extended leave in accordance with USERRA requirements. All unused leave benefits shall be retained by bargaining unit members and balances credited to their records upon return to their positions.

21.8. Personal Reasons Leave

- A. Eligibility. Bargaining unit members are permitted to be absent not to exceed four (4) days annually for personal reasons. Personal reasons leave will be charged to the member's accrued sick leave and will not accumulate from year to year.

- B. Submission. Requests for Personal Reasons Leave by bargaining unit members must be submitted to the supervising administrator in accordance with SCF's leave request process prior to the date of the requested leave. Approval is granted at the discretion of the supervisor based on departmental needs. When these needs preclude the supervisor from approving requested absence(s), the supervisor should work with the bargaining unit member to find a mutually agreed upon alternative.
- C. Additional leave without pay may be requested by the employee in accordance with College Procedure 2.30.05 – Leave of Absence.

21.9. Sick Leave

- A. Pursuant to College Rule 6HX14-2.45, as effective the date of ratification of this Agreement, each full-time bargaining unit member shall earn one (1) day of sick leave for each calendar month or major fraction of a calendar month of service not to exceed 8 days for each fiscal year. Such sick leave shall be cumulative from year to year without annual or lifetime limits.
 - 1. Extent of leave with compensation
 - a. Each bargaining unit member shall earn one day of sick leave with compensation for each calendar month or major fraction of a calendar month of service not to exceed 8 days for each fiscal year, provided that such leave shall be taken only when necessary because of sickness as described above. Such sick leave shall be cumulative from year to year. Accumulated sick leave may be transferred from another Florida community college, the Florida Department of Education, the State University System, a Florida district school board or a state agency; provided that at least one-half (1/2) of the sick leave accumulated at any time has been earned at the College.
 - b. Sick leave shall be used or accrued only as it is earned and cannot be drawn on in advance. This procedure is consistent with the method used for incrementing earned annual leave. Eligible members refer to College Rule 6HX14-2.51.
 - 2. Supervisor/Administrative Notification
 - a. Any bargaining unit member who finds it necessary to be absent from assigned duties for reasons chargeable to sick leave, shall notify his/her immediate supervisor or department director, before the opening of the College on the day of the absence, or as soon as possible that day, except for emergency reasons recognized by the President as valid. Any bargaining unit member shall, before claiming and receiving compensation for the time absent from assigned duties because of sick leave as prescribed in this section, submit a completed leave request in accordance with SCF's leave request process
 - b. A certificate of illness from a licensed physician or from the county health officer may be required if the absence is for personal illness or accident disability and is more than five (5) consecutive workdays in duration. A physician's certificate will be required after seven (7) consecutive days of family or household illness or disability. If a bargaining unit member desires to return to work prior to the date indicated by the physician's statement, written approval must be granted by the physician and submitted to the supervisor, with a copy to the Human Resources Office.

- B. Usage. Sick Leave may be used when the bargaining unit member is unable to perform his/her duty at the College due to personal sickness, accident, disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household, and consequently has to be absent from duty. The employee may also use Sick Leave to care for the employee's child after birth, or placement for adoption or foster care. Use of sick leave by bargaining unit members shall be charged in accordance with College Rule 6HX14-2.46 as effective the date of ratification of this Agreement.
- C. Unused Sick Leave. An employee may receive payment for unused sick leave pursuant to Section 21.18 of this Agreement.

21.10. Temporary Duty

The President or appropriate administrator may authorize a bargaining unit member to be temporarily absent from regular duties and/or primary campus or division for the purpose of representing the College or performing services for the benefit of the College.

21.11. Illness/Injury in the Line-of-Duty Leave (Workers' Compensation)

Eligibility. All bargaining unit members are entitled to compensation for occupationally-incurred illnesses and injuries. Each bargaining unit member is entitled to a maximum of forty-nine (49) hours (seven (7) days) of Illness/Injury in the Line-of-Duty leave at full pay per calendar year when an injury or illness is due to a job-related activity pursuant to law. These leave days are non-cumulative and will be granted at full pay, provided that the Office of Public Safety is notified and a "First Report of Injury" form is submitted to Human Resources within two business days after the beginning of the impairment and a physician's statement describing the impact of the injury on the bargaining unit member's ability to work is provided as soon as practicable. The bargaining unit member may be eligible for Workers' Compensation per applicable Florida statutes after the forty-nine (49) hours (seven (7) days) of Illness/Injury in the Line-of-Duty Leave is exhausted.

21.12. Sick Leave Pool

The College shall maintain a Sick Leave Pool pursuant to the existing College Rule 6HX14-2.51. Changes shall be made only by mutual agreement of the parties to this Agreement.

21.13. Holidays

- A. A bargaining unit member shall be entitled to observe all holidays and other paid non-duty days designated by the College in College Rule 6HX14-2.26 as effective the date of ratification of this Agreement.
- B. Requests to observe religious holidays other than those identified above will be reasonably accommodated in accordance with College Procedure 2.26.01 as effective the date of ratification of this Agreement.

21.14. Terminal Pay for Unused Sick Leave

- A. Pursuant to College Rule 6HX14-2.45 as effective the date of ratification of this Agreement, at the time of voluntary termination or death, bargaining unit members shall receive terminal

pay for unused accumulated sick leave calculated by multiplying the employee's daily rate of pay times: (1) 45% after completing seven (7) years of service or (2) 50% after completing ten (10) years of service, times the total number of accumulated sick leave days credited to the bargaining unit member.

- B. If a bargaining unit member terminates employment without receiving terminal pay benefits and is reemployed, such bargaining unit member's Sick Leave credit shall be reinstated.

ARTICLE 22: SABBATICAL LEAVE

22.1. Introduction

- A. Purpose. A Sabbatical Leave is an extended Professional Leave during which time a bargaining unit member is placed on leave (released) from regular job responsibilities to pursue professional development. The purpose of the Sabbatical Leave program at State College of Florida, Manatee-Sarasota is to encourage and sponsor continued professional growth of SCF teaching faculty.
- B. General Guidelines. The college recognizes the value of granting Sabbatical Leaves to qualified bargaining unit members. Sabbatical Leave is a privilege, not a right. The granting of Sabbatical Leave must ultimately be determined by the needs and the resources of the College. The careful selection of such individuals shall be based on consideration of the following guidelines.

Any bargaining unit member on sabbatical leave shall not accept other full-time employment unless such employment is an integral requirement of the sabbatical activities, arrangements for a salary offset are made, and prior written permission of the Executive Vice President & Provost is granted with the leave. This stipulation, however, should not be interpreted as a prohibition against the receipt of grants, fellowships, or other monies while following advanced study in degree program or in an institute workshop, conference, or similar activity. Professional consultation activities with or without remuneration are seen as appropriate activities during the leave period provided that the College is informed and approves such activity. Such approval shall not be unreasonably denied. Production of intellectual property derived from work produced as a result of the activities listed in the sabbatical leave shall be subject to the provisions in this Agreement addressing intellectual property.

- C. Eligibility. To be eligible to apply for Sabbatical Leave, a bargaining unit member must:
1. have completed a minimum of seven (7) years of continuous service as a full-time faculty member at the College as of the starting date of the requested leave; and
 2. have not taken Sabbatical Leave within the five (5) year period that ends as of the starting date of the requested Sabbatical Leave; and
 3. have received a “Satisfactory” or higher rating on the two annual evaluations immediately prior to the year for which they are applying for a sabbatical; and
 4. not be enrolled in a deferred retirement option (e.g. DROP).
 5. not already taken two (2) other sabbaticals during time of employment at SCF.

A bargaining unit member whose overall evaluation performance rating is “unsatisfactory” or “needs improvement” for either of the two (2) years immediately prior to the year for which they are applying for a sabbatical will not be considered for a Sabbatical Leave. No more than one (1) Sabbatical Leave per department or program may be taken during such semester without specific prior approval of the Executive Vice President & Provost.

- D. Ranking. Applications for Sabbatical Leave shall be ranked according to degree to which they meet the following criteria.
1. Anticipated benefit to the College, community, and profession.
 2. Support of immediate supervisor and appropriate dean.
 3. Meritorious service to the College as evidenced by:
 - a. Excellence in performing primary duties and responsibilities.
 - b. Participation in College committees and organizations.
 - c. Contributions to the profession.
 - d. Involvement with area educational institutions and other agencies.
 - e. Publications and/or creative or technical works.
 - f. Participation in community activities.
 4. Purpose of Sabbatical.
 - a. Pursuit of advanced degree.
 - b. Updating professional skills/training.
 - c. Formal Academic research with the intent to publish results.
 5. If applications are considered equal, years of service at SCF and time since last Sabbatical Leave shall determine final weight.
- E. Retention of position. A bargaining unit member who is granted a sabbatical leave shall retain their existing contract status and their faculty position while on sabbatical.
- F. Salary and all benefits while on leave will be provided by the College as follows.
1. If on a full contractual year sabbatical, salary shall be seventy-five percent (75%) of regular base salary; if on a one semester sabbatical leave, salary shall be seventy-five percent (75%) of regular base salary based on the bargaining unit member's annual salary prorated for the period of leave.
 2. The College shall pay the College's proportion of the salary into the retirement program in effect for the period of the Sabbatical Leave.
 3. The College shall pay the employer portion of a bargaining unit member's benefits for the period of the leave.
 4. The bargaining unit member may maintain any health insurance in effect for his dependents, or change as necessary during open enrollment or other qualifying event, during the period of the sabbatical leave. The bargaining unit member shall make arrangements with the College prior to beginning his sabbatical leave for the bargaining unit member's payment of any applicable portion of the contributions to the health insurance program or other benefits.
 5. The bargaining unit member shall not earn sick leave benefits while on Sabbatical Leave.
 6. Time spent on sabbatical shall continue to earn credit for years of service towards service awards and seniority and shall count toward the bargaining unit member's eligibility requirements in the Professorial Ranking Systems.

- G. Length of leave. A bargaining unit member may apply to take sabbatical leave for their full contractual year (1.0 FTE) or one semester (0.5 FTE). Upon return from leave, the bargaining unit member shall not voluntarily leave employment with the College for a period of one (1) year from the date of completion for a one semester Sabbatical Leave and two (2) years from the date of completion for a two (2) semester Sabbatical Leave. A bargaining unit member who voluntarily leaves employment with the College prior to fulfilling this continued employment obligation shall reimburse the College pro-rata for salary paid and employer paid benefits during the sabbatical leave.
- H. If a bargaining unit member is unable to follow his proposed plan for the sabbatical leave that was submitted and approved, the bargaining unit member shall notify the Director of Human Resources and request that the sabbatical leave be amended or canceled. Final approval of amended sabbatical plan resides with the Executive Vice President & Provost.
1. If appropriate, length of leave may be converted with no loss of benefits (1.0 FTE to 0.5 FTE) and salary adjusted accordingly.
 2. If the Sabbatical Leave is canceled by a bargaining unit member, any compensation received or benefits awarded to the bargaining unit member during the sabbatical leave period shall be repaid to the College.
 3. However, if a bargaining unit member cancels his sabbatical leave due to extenuating circumstances beyond their control, the bargaining unit member may apply for a paid or unpaid leave as a replacement for authorized Sabbatical Leave taken. In such cases, salary and benefits for the replacement leave shall apply.

22.2. Procedure

- A. Any eligible bargaining unit member may initiate a request by completing the Application for Extended Professional Leave with Pay (Sabbatical Leave) and submitting it to the Director of Human Resources. A completed application must be received no later than March 31 for leave during the following calendar year. When March 31 falls on a weekend, the deadline will be the next business day.
- B. The Director of Human Resources will forward copies of all completed applications to the members of the Sabbatical Selection Committee and the members will acknowledge receipt within five (5) working days.
- C. The committee chair will convene the Committee to review the applications against the selection criteria herein, and will submit the Committee's recommendations, including a rank-ordered list of alternates, to the Executive Vice President & Provost not later than April 17th. The Director of Human Resources will maintain copies of all committee meeting minutes, memos to the Committee or the chair from the committee members, and any other documents produced by the Committee or its members which carry significance in the selection process.
- D. The Committee will rank order the applicants to the degree with which they meet the criteria in section 22.1 D above.
- E. The Director of Human Resources will present the Committee's recommendation and related costs to the Executive Vice President & Provost.

- F. The Executive Vice President & Provost will present to the President the recommendations for Sabbatical Leave. The recommendations will include the rank-ordered list of alternates if there are adequate funds to support all qualified requests.
- G. The President may accept the recommendations, request additional information, or deny them on an individual basis. The President or his/her designee shall notify unsuccessful applicants of the reason for denial.
- H. The President will submit his/her recommendations for sabbatical leave, as well as alternates, to the Board for action no later than the scheduled June meeting. Up to two (2) FTE sabbaticals may be recommended to, and approved by the Board, annually.
- I. Following the board meeting, the Director of Human Resources will notify each applicant of the action taken by the Board with a copy to the supervisor and appropriate academic administrator.
- J. If an individual withdraws an approved sabbatical leave request, the Executive Vice President & Provost may recommend that the President approve an alternate. Notification of such approval will follow the process outlined in this Article.
- K. Within four (4) weeks following the end of a sabbatical, the recipient must submit to the Director of Human Resources a comprehensive written report evaluating the project for review by the Sabbatical Committee, and be prepared to make a presentation to his colleagues and the Board regarding the sabbatical and its results. - The Committee shall review and evaluate the report in an effort to determine the extent to which the recipient made a serious effort to fulfill the goals of the Sabbatical Leave as described in the application. Recipients are expected to demonstrate seriousness of purpose and effort. If this standard is not satisfied, the Committee shall recommend to the Executive Vice President and Provost that the recipient be required to repay the leave monies, including salary and benefits, to the College. The decisions of the Executive Vice President and Provost to require repayment shall be subject to the Grievance and Arbitration provisions herein.
- L. Recipients of Sabbatical Leaves shall agree to return to the College immediately upon completion of the sabbatical leave and serve for a period of one (1) year from the date of completion for a one semester Sabbatical Leave and two (2) years from the date of completion of a two (2) semester Sabbatical Leave. Completion of one-year or two-year period shall completely repay the sabbatical. If the above referenced period is not served, however, the staff member shall immediately repay all salary and benefits received during the sabbatical. If the above reference period is partially completed, the amount of repayment shall be based on the percentage of the one or two year obligation completed, calculated by dividing the number of days worked by the number of days obligated. Such payment shall be due immediately upon the staff member's failure to complete the service obligation. Recipients of Sabbatical Leave shall sign an agreement with the College containing these repayment provisions prior to taking sabbatical leave.

22.3. Sabbatical Selection Committee

- A. The Sabbatical Leave Committee as established in the Faculty Senate Bylaws shall exercise all powers conferred upon it in this Article. A quorum exists when two-thirds of the committee voting members are present.
- B. In the event that the Sabbatical Selection Committee is not constituted for any reason, the parties shall negotiate a mutually agreeable process for the award of sabbaticals.

ARTICLE 23: TUITION WAIVER AND REIMBURSEMENT

23.1. Purpose

The College encourages the lifelong learning of its collegiate community and provides financial support in pursuit of this endeavor. The College may pay matriculation fees for lower division credit classes and fees for specifically identified non-credit classes for bargaining unit members, spouses, dependents, and retirees in accordance with this Article.

23.2. Tuition/Fee Waivers and Scholarships at State College of Florida

A. Eligibility

1. Bargaining unit members must be employed in a regular full-time position at least ninety (90) days before the first day of classes in the term for which the tuition/fee waiver or scholarship is sought.
2. Spouses must be so reported on the employee's and/or spouse's previous year's Federal Income Tax Return. Employees married since the filing of their most recent Federal Income Tax Return shall provide a valid marriage license recognized in the State of Florida.
3. Dependents shall be as generally defined in the Internal Revenue Code, including domestic partners (i.e., two people of the same or opposite sex who live together and share a domestic life, but aren't married or joined by a civil union) and children, whether by birth or adoption, step children and foster children. Documentation of eligibility under this paragraph shall be required, such as Federal Income Tax Return (with income and SSN's concealed), Declaration of Domestic Partnership form, divorce decree, evidence of common residency, etc.
4. A bargaining unit member's spouse and dependents as defined above who are either enrolled in a lower division degree program at SCF or are a high school student who will enroll within one year following receipt of a high school diploma or GED at the time of the bargaining unit member's death will maintain eligibility and shall continue to be eligible for up to five (5) years following their entrance into a degree program or until receiving sixty (60) credits, whichever comes first, providing there is no break in enrollment of more than one (1) term during the five (5) year period unless approved by the appropriate Vice President. The five (5) year time line shall begin following completion of any necessary remedial courses prior to entering into a degree program, and such remedial courses shall not count towards the sixty (60) credit limit.
5. Bargaining unit members who retire in accordance with State FRS retirement regulations after November 20, 2002, will continue to be eligible.

B. Requirements

1. An application must be submitted to the Human Resources Office during the published application window prior to the start of classes each semester.
2. The scholarship cannot be used to repeat a course more than one (1) time.

3. Bargaining unit members may only take up to six (6) credit hours each term and may only take classes during non-work time, unless waived by the College. No such limits shall apply to spouses, dependents, or retirees.
4. Courses may be taken on an audit basis according to college policy and with the consent of the instructor.
5. Enrollment in non-credit courses is permitted on a “space available” basis, and such enrollees shall not count towards the minimum class size. Some specialized programs may be excluded.

23.3. Tuition Reimbursement

- A. Tuition and fees for undergraduate and graduate coursework taken by a bargaining unit member at other accredited institutions of higher learning may be reimbursed up to a limit of \$3,000.00 per academic year as an approved Staff and Program Development (SPD) project
- B. The bargaining unit member must be employed in a regular full-time position at least ninety (90) days before the first day of classes in the term for which SPD payment is sought. The bargaining unit member must submit an application for SPD approval during the published annual SPD application period prior to enrolling in any coursework for which SPD payment shall be sought and shall pay tuition and fees out of pocket.
- C. A bargaining unit member shall receive payment of an approved SPD payment for payment of tuition within thirty (30) days upon submission of a transcript showing that the employee successfully completed the coursework with a grade of “C” or better or a certificate of successful completion if applicable.

23.4 Licensure and Certification

A. Reimbursement for College Required Licensure

1. License renewal fees for “required professional licenses” shall be reimbursed to eligible employees upon ratification.
2. A “required professional license” is defined as either: a) A license that is required to meet the minimum credentialing standard for courses that are in the faculty member’s primary program or discipline area; or, b) A license that is specified as required of faculty as part of an institutional or program accreditation that the College holds at the time of the license renewal deadline. To be eligible for reimbursement to a bargaining unit member in the case of a required professional license described in a) above, in addition to being primarily assigned to a program or discipline requiring certification, the faculty member must have taught a course under the relevant credentialing requirement at least once in the three semesters (summer may count in this calculation) prior to the license renewal deadline. License renewals shall be paid and reimbursed prior to a license’s renewal deadline, that deadline is the date that determines whether the renewal falls in the time window that is eligible for reimbursement. This provision applies to the cost of the license renewal, exclusive of any additional items or charges.

23.5 Professional Development Funding:

Eligibility - Bargaining unit members who are eligible to apply for SPD funds may request up to \$3000 per year for conferences and related travel or other professional development related to their discipline.

ARTICLE 24: BENEFITS

24.1. General Provisions

- A. The Parties acknowledge that during negotiations for this Agreement insurance and related benefits transitioned to the State of Florida Group Health Insurance Plans. Bargaining unit members may participate in the applicable State Group Health Insurance Plans, if eligible. The terms, conditions, premium costs, benefits and any other costs or benefits applicable to eligible bargaining unit members shall be set forth and established in the state plan, notwithstanding any provision to the contrary in this Agreement..
- B. An Employee Benefits Advisory Committee shall be empaneled to review benefits policies and procedures and make recommendations to Administration. The committee shall have 10 members proportional to benefits-eligible College employees.
- C. The employee contribution towards any premium for any insurance product under this Article shall be paid via payroll deduction, unless the terms of the specific plan provide otherwise. Such premium contributions shall be paid with pre-tax dollars whenever permitted by law.
- D. Bargaining unit members who have been recommended for employment for the subsequent academic year shall continue to receive all of the benefits guaranteed under this Article during the summer.

24.2. Life Insurance

The College agrees to pay the premium costs for life insurance with a responsible insurance carrier at the rate established by the Division of State Group Insurance for employer-paid coverage.. The bargaining unit member may purchase optional life insurance coverage at the maximum amount allowed by the plan by paying the additional cost and adhering to the terms and conditions of the life insurance plan.

24.3. Employee Assistance Program

The College shall offer and bear the full cost of an Employee Assistance Program available to all bargaining unit members.

Worker's Compensation Insurance

The Administration shall adhere to the laws of the State of Florida regarding Workers' Compensation claims by bargaining unit members arising out of and in the course of employment at the College.

24.4. Other Insurance

The College may offer additional insurances for bargaining unit members to participate in at their cost.

Retirement

- A. Each bargaining unit member shall participate in the Florida Retirement System and the federal Social Security system. Bargaining unit members shall also have access to the State

Community College System Optional Retirement Program (SCCSORP) in lieu of FRS at the option of the individual bargaining unit member.

- B. Each bargaining unit member shall have access to traditional and Roth 403(b) tax-sheltered annuity plans and a 457(b) deferred compensation plan. Participation is at the individual member's option and cost and contributions may be made through payroll deduction.
- C. Bargaining unit employees who qualify under the provisions of this program shall have the right to participate in the Retirement Enhancement Plan (REP) as defined by Rule 6HX14-2.41.

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:

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

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

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

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

25.6. Salary Increase for 2019-2020

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

25.7. Initial Placement & Promotion

- A. Assignment of Academic Rank to new faculty will be made according to the following criteria:

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

25.8. Other Teaching Assignments

- A. Summer. Full-time faculty who have been recommended for employment for the next academic year, and who teach during the Summer term will be compensated at a rate of \$2,550.00 per 3 semester hours up to a maximum of 12 ILH total for all summer sessions.
- B. Summer Benefits. Full-time faculty who have been recommended for employment for the next academic year, will be maintained on benefits, including health and other benefits paid for by the College between contract years.
- C. Overload assignments. Overload faculty (credit) will be compensated at a rate of \$2100 per 3 semester hours. Overload faculty will have \$34.05 deducted from their total compensation for each hour of class time for which he/she is absent.
- D. Substitutes. Substitutes will be paid \$34.05 per teaching hour. A full-time faculty member in a regular, budgeted position will receive the substitute rate when substituting outside of his/her regularly established schedule.

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

25.10 Non-recurring wage action for 2024-2025

- A. The Parties acknowledge that pursuant to a ratified Memorandum of Understanding eligible bargaining unit members received a one time separate non-recurring payment of Two Thousand and no/100s Dollars (\$2,000.00) for FY2024-2025.
- B. Additionally, subject to approval of funding by the Board, the College will provide a second non-recurring wage-action to eligible in-unit faculty effective upon the parties' ratification.
- C. The second non-recurring wage action to in-unit faculty will consist of a payment of Two Thousand and no/100s Dollars (\$2,000.00), subject to applicable deductions and withholdings including social security/Medicare and taxes, to be paid within thirty (30) days of ratification by the Parties.
- D. In order to be eligible for the first 2024-2025 non-recurring wage action, Employees must have been employed on or before June 30, 2024 and continuously employed through the pay date of the wage action.
- E. In order to be eligible for the second 2024-2025 non-recurring wage action, Employees must have been employed on or before March 1, 2025 and continuously employed through the pay date of the wage action.

ARTICLE 26: GENERAL PROVISIONS

26.1. Controlling Clause

This Agreement shall supersede prior agreements between the parties. Any direct conflict between the express provisions of this Agreement and any College policies as they may apply to bargaining unit members shall be resolved in favor of the terms and conditions of this Agreement. Any conflict between the provisions of this Agreement and any federal, state, or local law, including the Florida Administrative Code, shall be resolved as stated in paragraph 26.4, Severability.

26.2. Pronouns

All references in this Agreement to employees of a particular gender are used for convenience only and shall be construed to include all employees, regardless of gender.

26.3. Non-Assignment, Waiver

The rights, duties, and obligations of the College and Union included in this Agreement shall not be assigned or transferred without the written consent of the other party. Failure of either party to require performance by the other party of any duty or obligation herein shall in no way affect the requirements of the parties to perform at any time thereafter, nor shall any waiver of an alleged breach of a required duty or obligation herein be taken or held to be a waiver of requirement of said duty or obligation thereafter.

26.4. Severability

If any provision of this Agreement or any application of this Agreement to the parties, is held to be contrary to law, controlling court action, or State Board of Education Rules, then such provision or application shall not be deemed valid, except to the extent permitted by law or regulations. All other provisions or applications shall continue in full force and effect until termination of this Agreement.

26.5. Totality of Entire Agreement

The parties agree that during the negotiations which resulted in the Agreement, both parties 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 thereby are set forth in this Agreement and that it shall constitute the entire and sole Agreement between the parties for its duration. This Agreement may not be altered, changed or modified except by or with the written consent of the parties and approved by appropriate action by Union and the College. Nothing in this section shall be construed as a waiver of the Union's right to bargain the impacts of decisions made by the College within the scope of its management rights on the wages, hours, or terms and conditions of employment of any bargaining unit member.

ARTICLE 27: AMENDMENT AND DURATION

- A. This Agreement shall become effective upon ratification by both parties and remain in effect for three (3) years from ratification subject to the following provisions:
 - 1. In contract year 1 for FY2025-2026, the parties agree to reopen negotiations for specified articles within 60 days of May 1, 2025. Reopener negotiations for year 1 will include Article 25, Compensation, up to two articles of either parties choosing, and any other articles mutually agreed to by both parties.
 - 2. The parties agree to reopen negotiations in year 2 for FY2026-2027 for specified articles within 60 days of May 1, 2026. Reopener negotiations shall include: Article 25 Compensation up to two (2) articles of either parties choosing, and any other articles mutually agreed to by both parties.
 - 3. The parties agree to reopen negotiations in year 3 for FY2027-2028 for specified articles within 60 days of May 1, 2027. Reopener negotiations shall include: Article 25 Compensation, up to two (2) articles of either parties choosing, and any other articles mutually agreed to by both parties.
- B. Additional Articles may be opened only with the mutual agreement of the parties except as expressly provided elsewhere in this Agreement.
- C. In the event the parties negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and shall become part of this Agreement upon ratification by both parties.
- D. In the event the College receives notification from any agency of competent jurisdiction that a provision of this Agreement will jeopardize its receipt of funds, property, or services made available through state, local, or federal law, the parties shall, upon request by the College, meet in reasonable times and places to renegotiate in good faith the provision in question. If the parties are unable to reach agreement, the impasse shall be resolved according to the provisions of Section 447.403, Florida Statutes.

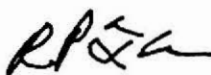
This Agreement was ratified by the bargaining unit on

4/29/2025.

This Agreement was approved by the District Board of Trustees of State College of Florida on

5/20/2025.

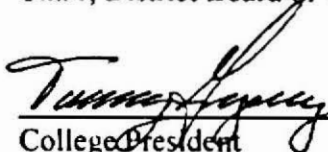
District Board of Trustees of
State College of Florida, Manatee - Sarasota



Chair, District Board of Trustees

5/20/2025

Date

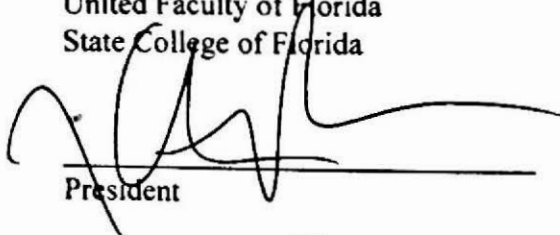


College President

5/21/2025

Date

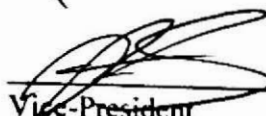
United Faculty of Florida
State College of Florida



President

5/21/25

Date



Vice-President

5/21/2025

Date

APPENDIX A: GRIEVANCE FORM

APPENDIX B: PROFESSORIAL RANKING SYSTEM

