

AGREEMENT BETWEEN
THE DISTRICT BOARD OF TRUSTEES OF
MIAMI DADE COLLEGE, FLORIDA



SERVICE EMPLOYEES INTERNATIONAL UNION
FLORIDA PUBLIC SERVICES UNION
CHANGE TO WIN

JANUARY 2021 TO DECEMBER 2024

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PREAMBLE

This Agreement is entered into by and between The District Board of Trustees (the "Board") of Miami Dade College (the "College," the "Employer," "Management," or "MDC") and the Service Employees International Union Florida Public Services Union, Change to Win ("SEIU," or the "Union").

MDC and SEIU recognize the College's mission is to provide the highest quality of educational services to the community served, and each acknowledges the responsibility and obligations of the other toward these objectives. Both pledge their commitment to maintaining the highest level of professional standards of knowledge, integrity and dedication. The foundation for all decisions and actions of the College and SEIU is to provide the highest quality of education for students.

The parties agree that MDC is one College and is considered one employer. All terms, conditions, and provisions of this Agreement are to be applied College-wide, unless expressly provided otherwise.

ARTICLE 1

RECOGNITION

Section 1: Pursuant to and in accordance with all applicable provisions of the Public Employees Relations Act, Chapter 447, Part II, Florida Statutes, the College recognizes the Service Employees International Union Florida Public Services Union, Change to Win, as the exclusive bargaining representative of employees of the College in the bargaining unit defined below.

Section 2: Pursuant to PERC Certification Number 1956, the bargaining unit covered by this Agreement consists of all adjunct faculty and adjunct instructors employed by the College teaching at least one college-credit-bearing or non-college-credit-bearing course (including Continuing Education, Off-Site Courses, and any adjunct faculty in the School of Nursing). All other faculty, including tenured and tenure-track faculty, full-time faculty, deans, associate deans, provosts, employees covered by an existing collective bargaining agreement at the College, managers, and supervisors are excluded from this bargaining unit.

ARTICLE 2

ACADEMIC FREEDOM AND RESPONSIBILITIES

Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom is fundamental for the protection of the rights of the teacher in teaching and of the student in learning. It carries with it duties correlative with rights.

The College and SEIU recognize that academic freedom, coupled with adequate performance of academic duties, is essential to the full development of any educational institution and apply to teaching, research, and creative activities. Faculty engaged in such activities shall be free to cultivate a spirit of inquiry and scholarly criticism and to examine ideas in an atmosphere of freedom and confidence.

Faculty are entitled to freedom in discussing their subject in the classroom, but they should be careful not to introduce into their teaching controversial matter that has no relation to their subject.

Faculty are citizens, members of a learned profession, and respected employees of an educational institution. When they speak or write as citizens, 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 shall indicate that they are not speaking for the institution.

Faculty members occupy a unique position of influence and respect in the eyes of students, College employees, and others, and, therefore, are obligated to maintain professional behavior at all times while conducting College business.

ARTICLE 3

BARGAINING REPRESENTATION AND RIGHTS

Section 1. Dues Deduction

MDC will deduct and remit dues to the Union, when authorized, in writing or electronically, on the form included in Appendix A to this Agreement. Authorization for deduction must be received by MDC sixty (60) working days prior to the payroll payment date. MDC will mail a check covering dues deducted from the bargaining unit members from an itemized statement sent by the Union. Such authorization is revocable by the bargaining unit member at any time, upon thirty (30) working days' notice in writing to the MDC Office of Human Resources, with a simultaneous copy provided to SEIU. Authorization shall automatically be in effect again when an employee returns to work after being off payroll or separated. The itemized statements will be sent on the first day of each month and be paid to the SEIU by MDC within thirty (30) working days thereafter.

The Union shall officially notify the College, no later than fifteen (15) working days after any dues change, of the exact amount or percentage of salary of each bargaining unit member's Union dues. Appendix A is hereby incorporated into and made a part of this Agreement.

The Union shall hold the College harmless against any and all claims, demands, and liabilities of any kind whatsoever arising from any action taken or not taken by the Employer, its members, officials, agents, or representatives in complying with this Section or in reliance upon any notice, letter, or written authorization supplied to the Employer pursuant hereto.

Section 2. Use of MDC Resources to Conduct Union Business

Faculty offices and other work areas may not be used for Union business during the work hours of those involved. For purposes of Union meetings to conduct regular Union business, SEIU may use MDC facilities on a space-available basis at no charge during the hours the College is open by utilizing the established reservation procedures of the College. All costs beyond the room charge will be paid by the SEIU.

The Union may distribute materials, supplied concurrently to the Vice Provost of Human Resources, that clearly identify that SEIU is the author and responsible for the document. In addition, SEIU may distribute Union messages to the individual e-mail boxes of bargaining unit members so long as: (1) a copy of all messages distributed is supplied concurrently to the Vice Provost of Human Resources, and (2) all messages clearly identify that SEIU is the author and responsible for its content. SEIU may distribute Union messages a maximum of once a week to bargaining unit members who have phone mailboxes, as long as: (1) a copy of all messages distributed is supplied concurrently to the Vice Provost of Human Resources, and (2) all messages clearly identify that SEIU is

the author and responsible for its content. MDC internal mail services, MDC equipment (including, without limitation, copiers, duplicating processes, printers, etc.), MDC personnel, and/or MDC materials are not to be utilized by SEIU.

The Union agrees that all posted materials which relate directly to faculty at MDC, phone mail messages, and e-mail boxes will be limited to official SEIU Union business and restricted to the following: notices of Union meetings, notices of Union elections or appointments, notices of Union recreational or social affairs, results of Union elections, and Union news. This section shall not be interpreted to compromise, in any way, the limitations on solicitation and distribution activity set forth in Section 447.509 Florida Statutes. Such postings and distribution must have SEIU approval, as indicated by the signature of the Union President, or designee, on the materials posted and/or distributed. In the case of e-mail and phone mail, such postings and distribution must originate from a computer or phone mailbox (office or home) bearing identification of the Union President, or designee.

Section 3. Access to Information

Upon written request from the SEIU President to the office designated by MDC for such purpose, public records will be made available to the Union for inspection at reasonable times and places. When feasible, such documents will be produced within twenty (20) working days. MDC shall be permitted to charge for such services and for copies as permitted by law.

Section 4. Non-discrimination

MDC recognizes the applicable laws and regulations prohibiting the discrimination or harassment against any faculty member with regard to the material terms of employment because of affiliation with SEIU. Likewise, SEIU will not discriminate against or harass faculty who choose not to join the Union and/or participate in its activities.

ARTICLE 4 DEFINITIONS

Section 1. Definitions

Reference to any particular position at the College or by the Union is understood to include the ability of Administration or Union to substitute “or designee”, as appropriate.

“Chair” or “Department Chair” is understood to represent “Chair/Immediate Supervisor” as appropriate.

“Year” or “annual” refers to the College academic year.

“On Campus” may also refer to off campus locations where classes, labs, or clinics are scheduled.

“Courses” may also refer to labs or clinics.

“Faculty,” “Faculty member,” “Adjunct Faculty,” “Adjunct,” “Adjunct Faculty member,” or “employee” refers to an individual member of the recognized bargaining unit. “The Faculty” refers to collective representation of bargaining unit members.

“MDC,” “Administration,” “Employer,” “College,” or “District” refers to Miami Dade College.

“Work Days” or “Working Days” refers to a work period within Monday through Friday (ending at 4:30 p.m.), excluding Saturday, Sunday, and official College holidays/recess periods applicable to bargaining unit members.

“Instructional Hours” are 50-minute hours for credit courses and 60-minute hours for non-credit courses; “Office Hours” are 60-minute hours.

“Deadline dates” When a deadline date falls on a weekend, holiday, or non-work period, the next workweek day becomes the actual deadline date.

“LMS” refers to a learning management system.

“Designee” Anytime a named position has the right to take an action, an obligation to take an action, or the authority to approve an action, a Designee may be utilized.

ARTICLE 5

GENERAL PROVISIONS

Section 1. Non-discrimination

The College and SEIU agree that the parties must be exemplary in expression and practice of the democratic ideal. The College and SEIU shall not discriminate against any bargaining unit employee, or applicant for bargaining unit employment or membership in SEIU on the basis of race, religion, color, age, national origin, ethnicity, pregnancy, gender, sexual orientation, disability, marital status, genetic information, veteran's status, or membership in or association with the lawful activities of any organization. The College and SEIU agree to comply with all federal, state, and local laws prohibiting discrimination. Complaints of discrimination or harassment should be directed to the office of Equal Opportunity Programs/ADA Coordinator/Title IX Coordinator (EOP/ADA/Title IX). Complaints of discrimination or harassment may be addressed through the procedures provided under state and/or federal law and not through the grievance and arbitration provisions.

Section 2. Severability

If any word, phrase, or provision of this Agreement or any application thereof shall be declared or rendered null, void, or invalid through court action or federal, state, or local law. Such word, phrase, provision, or application will only be deemed valid and subsisting to the extent permitted by law, but all other words, phrases, provisions and applications will continue in full force and effect. The parties shall mutually agree on a date to re-negotiate in good faith the provisions affected by any such judgment or law.

Section 3. Masculine/Feminine and Singular/Plural Pronouns

The use of masculine pronouns may be understood to mean feminine pronouns and vice versa, and the use of singular pronouns may be understood to mean plural pronouns in this Agreement. The use of they, them, and their, are gender neutral and can be used as well.

ARTICLE 6

GRIEVANCE PROCEDURES

Section 1. Purpose

The parties agree that a prompt and efficient procedure for the investigation and resolution of grievances, in accordance with Chapter 447 of the Florida Statutes, can best promote a harmonious and cooperative relationship between the parties. The orderly process set forth in this Article shall be the sole method for the resolution of grievances.

Section 2. Definition

A grievance is a dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement.

Section 3. Individual/SEIU Grievances

The Union shall have the right to file and pursue grievances on behalf of individual faculty members, in accordance with this Article. SEIU shall have the right to file and pursue grievances on behalf of itself, in accordance with this Article. SEIU and faculty member grievances shall be filed on forms mutually agreed to by the parties. SEIU and employee grievances shall be filed separately in separate grievance documents.

Section 4. Grievance Processing by an Individual or SEIU

Grievance investigation or processing by an individual grievant or SEIU shall be carried out in the off-duty time of all personnel involved. Investigations or processing of grievances on duty time shall occur only with the prior permission of MDC and under such conditions as MDC shall prescribe.

Section 5. Representation

SEIU shall have the right to represent any employee, upon the employee's request, at any step of this grievance procedure, provided, however, that individual employees may, upon notice to SEIU, initiate and represent themselves in processing their own individual grievances. No resolution of an individually processed grievance shall be inconsistent with this Agreement and, for this purpose, SEIU shall receive prior notice on the resolution of any grievance so processed.

Section 6. 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 SEIU's failure to process a grievance within the time limits set forth in this Article 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 order to be eligible for processing, a grievance must be timely filed and contain the following:

- A. The name of the grievant, whether it is an individual employee or SEIU.
- B. The identification of the event or omission that gave rise to the grievance, the time it occurred, and a short, plain statement of the facts surrounding the grievance, with an explanation of how the contract was violated.
- C. The citation of the particular sections and subsections of this Agreement (not articles alone) on which the grievant relies.
- D. A statement of the precise relief sought.

Section 7. Grievance Process

Grievances, properly and timely filed, shall be processed in accordance with the following procedure. All references to working days in this section shall exclude official College holidays/recesses applicable to bargaining unit members. A “day” shall conclude at 4:30 p.m.

- A. Step I. Within twenty (20) working days of the occurrence of the event or omission giving rise to the grievance, or when the faculty 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 simultaneously with the Vice Provost of Human Resources and the Department Chair or immediate 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 response may consist of a notation on the grievance document.
- B. Step II. If no written response is received by the grievant at Step I, or if the response is not acceptable to the grievant, the grievant may appeal the grievance to Step II. The appeal must be filed within ten (10) working days of the receipt of the answer from the Department Chair or the immediate 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 simultaneously filed with the grievant’s Associate Dean or individual designated to hear grievances at Step III, and the Vice Provost 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 Associate Dean or individual designated to hear grievances at Step II.

- C. Step III. If no written response is received at Step II or if the disposition of the grievance is unacceptable to the grievant, the grievant may file an appeal simultaneously with the Dean (or an individual designated to hear grievances at Step III) and the Vice Provost of Human Resources. The response (or lack of response at Step II) document must be appealed 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, 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 III may be conducted by the Dean at his/her discretion (or individual designated to hear grievances at Step III.)
- D. Notwithstanding the above, all grievances filed by SEIU shall be initially filed at Step III with the Executive Vice President and Provost within twenty (20) working days of the occurrence of the event or omission giving rise to the grievance, or when the Union first knew or reasonably should have known of such act or omission, if that date is later.

Section 8. 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 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 Vice Provost of Human Resources within twenty (20) working days after receipt of written disposition at Step III, or, if no answer is received, within twenty (20) 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. All references to working days in this Article shall exclude the official College holidays/recesses applicable to bargaining unit members.

- A. If an arbitrator cannot be agreed upon, the Federal Mediation and Conciliation Service (sub-region) will be asked to supply a list of seven names from which the parties will alternately strike names until only one remains. The one remaining shall be the arbitrator. The grieving party will strike first.
- B. Each party shall have the right to reject one list of arbitrators 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. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.
2. 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.
3. Neither party will present evidence regarding offers to settle or compromise a grievance.
4. All costs of any arbitration, including the arbitrator's fees and expenses, cost of reports and 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 the grievant or SEIU, unless otherwise agreed by the parties.
5. The arbitrator's decision shall be final and binding, but only to the extent required by applicable law.
6. 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.
7. In cases of individual employees seeking to arbitrate a grievance, the employee will provide a deposit of \$3,500 to the arbitrator within 10 days of his/her selection. Failure to do so will result in the grievance being treated as withdrawn.
8. The arbitration shall be held off campus at a mutually agreed upon location within Miami-Dade County.
9. The parties may jointly agree to use a permanent panel of arbitrators selected by any method agreeable to the parties.

Section 9. Election of Remedies

The commencement of a legal proceeding against MDC or any managerial employee of MDC 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 SEIU or any bargaining unit member, alleging a violation or violations of this Agreement, shall be deemed a waiver by said unit member(s) or SEIU of the ability to resort to the

grievance or arbitration procedure contained herein for the resolution of the alleged violation or violations of this Agreement.

ARTICLE 7

MANAGEMENT RIGHTS

Section 1. Retention of Management Rights

The Employer retains all powers, rights, authority, duties, and prerogatives conferred upon it by the laws of the State of Florida or enjoyed prior to the execution of this Agreement, except as otherwise stated in this Agreement, which shall include, but are not limited to, the following rights:

- A. To establish educational policies and procedures and to ensure the rights and educational opportunities of students;
- B. To manage and administratively control the College and its properties, its facilities, and the activities of its employees;
- C. To hire all faculty and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, and to promote, assign, and transfer all such faculty;
- D. To determine the time and hours of operation and the assignment of all classes and approval of all schedules;
- E. To determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contract(s) with private vendors for services;
- F. To determine staffing patterns;
- G. To determine the number and classification of personnel needed;
- H. To control and regulate the use of machinery, facilities, equipment, and other property of the College;
- I. To determine, establish, increase, reduce, or eliminate the number, location, and operation of programs, departments, divisions, and all other units of the College;
- J. To build, move, modify, or close facilities, centers, or campuses;
- K. To establish budget procedures and determine budgetary allocations;
- L. To determine the methods of raising and using revenue;
- M. To take action on any matter in the event of an emergency;
- N. To schedule classes and to assign faculty to meet the needs of the students, the community, and the College;
- O. To develop, maintain, and enforce administrative rules, procedures, policies, regulations, and practices.

Section 2. Implementation and Exercise of Management Rights

The College agrees to provide notice to the Union electronically of any new or proposed change in Administrative Policies or Procedures of general application fourteen (14) days prior to implementation, which would affect members of the bargaining unit. Upon request, the parties will negotiate as required by law. Consistent with sound management practice, the College may implement the proposed change while impact negotiations are pending to the extent permitted by Florida law. A request to bargain impact under this Section must

identify the negotiable effects of the changes upon the terms and conditions of employment of the impacted employees and be received within fourteen (14) days of the notice, or if no notice is given, within fourteen (14) days of the date a Union representative became aware of such changes shall be considered timely. Such bargaining shall proceed within ten (10) days of request. The College may implement any such changes prior to the exhaustion of the impasse procedure.

Section 3. Civil Emergency

If, in the sole discretion of the College President, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions, or other catastrophes, the provisions of this Agreement may be suspended by the College President during the time of the declared emergency. The College will notify the Union Office as soon as practical.

ARTICLE 8

CONDITIONS OF EMPLOYMENT

Section 1. Faculty Assignments

Courses to be offered and faculty assigned to those courses will be the decision of the College, which is final. Courses will be offered at times and days to meet the needs of students.

A. Faculty Qualifications. Faculty members may be assigned only to teach courses for which they are qualified by reason of academic preparation and/or experience, as defined by the College. In addition, faculty teaching credit courses must adhere to the guidelines provided by the Commission on Colleges of the Southern Association of Colleges and Schools (SACSCOC) and/or other accrediting agencies, where applicable.

B. Faculty Assignment.

Course assignments will be handled in the following manner:

1. The College will schedule four major instructional terms – Fall, Spring, Summer A, and Summer B - and may offer classes of various session lengths within each of these terms. All faculty may, or may not, be given course assignments for any term/session at the sole discretion of the College. Such decisions are not subject to the grievance procedure set forth in this agreement.
2. The College shall determine what courses, including the number of sections of courses, shall be taught by faculty members, and, in its discretion, determine

the necessary qualifications and credentials required of individual faculty members to be assigned such courses or sections of courses. In making section assignments, the College shall first consider student needs and anticipated enrollment, the operational and pedagogical needs of the College, and the scheduling of full-time faculty.

3. Section assignments to individual faculty may be based on the following, including, but not limited to, experience, expertise, skill set in different teaching modalities (i.e. face-to-face, online, blended, lecture/lab), and scheduling availability. Supervisors may discuss tentative section assignments for each term with a faculty member at any time. Actual section offerings will be made in writing to each faculty.
4. In cases where any credit course assignment or section is cancelled by the College, the College will make reasonable efforts to offer another course assignment or section to the impacted faculty member for which he/she is available and qualified to teach. If the credit course is cancelled and no alternative course has been assigned, the impacted faculty member will receive a one-time payment of \$150.00, in addition to a proportional payment for all classes taught prior to the cancellation. This payment will only be provided if the classes were assigned to the faculty member at least two weeks before the start of the term and if the credit course was cancelled in the period beginning two weeks before the beginning of the term through add-drop. No cancellation fee will be paid if the class is cancelled due to low enrollment or the faculty member declines a substitute course assignment. This provision does not apply to sections that are reassigned due to a faculty member exceeding contact hour load maximums.
5. Any Faculty who drops a course(s) within ten (10) working days of the start of class cannot teach any other course at the College that term without express approval of the College.
6. Adjunct faculty members may be dismissed during the term for any reason and shall not have recourse to the grievance and arbitration procedure if they are paid the full amount for their teaching assignment. Nothing in this section will require the College to call faculty members back in future terms. Failure of the College to call a faculty member back in a future term is not subject to the grievance and arbitration procedure in Article 6.
7. College needs may necessitate that administrative tasks assignments be created. These additional work assignments are in addition to the adjunct member's teaching assignment and will be paid in accord with the schedule in Article 12 Section 1 using College procedures. These task assignments will be offered at the sole discretion of the College. Further, adjunct faculty may attend, on a voluntary unpaid basis, College activities to which they have been invited.

8. This grievance procedure cannot be used by the Union or any employee to dispute a decision by the College not to assign course(s) to an employee or to dispute a decision by the College not to offer full-time employment.
9. Adjunct faculty that meet the minimum requirements will be granted a first round interview for any full-time faculty position provided the applications are submitted by the first review date.

Course cancellations, unassigned classes, and other similar events may result in modification to the course schedule(s). Modification decisions made by the College will not be subject to the grievance procedure.

Section 2. Access to Facilities and Resources

Faculty shall have access to facilities and College resources as follows:

- A. Offices. While the College cannot guarantee offices, it will provide accommodations for faculty to meet privately with students. Access to offices, including cubicles and shared spaces will vary depending on the campus or teaching location.
- B. Parking. Access to parking will vary depending on the campus or teaching location according to available parking, need for access cards, and other considerations. The College will attempt to accommodate faculty and will, at least, provide a parking decal and identification for on campus parking.
- C. Administrative/Technical Support. The College will provide faculty with an email username and password for use when actively teaching. Computers will be available on each campus, typically in the Computer Courtyard, or CIOL lab, and Wi Fi is available throughout the campuses. Further, each department will ensure that faculty are able to obtain necessary materials for official class use.

All faculty will be able to receive mail at a designated location on campus during the term(s) they are actively teaching.

With the approval of the Chair or other supervisor, faculty will have access to audio visual/media support which can include videography, photography, and sound engineering.

ARTICLE 9

FACULTY RESPONSIBILITIES AND WORK EXPECTATIONS

Each instructional faculty member shall instruct students in conformance with the material listed in the discipline approved course profiles and as defined by the College. It is recognized that certain protocols, textbooks, and other requirements may vary from campus to campus and from one department to another. Faculty will be advised concerning these requirements and will be expected to comply. The following list contains expectations of all faculty and may include other duties requested by the Chair:

- A. Course Preparation. Provide appropriate course preparation to meet course objectives, and grade student papers in a timely manner.
- B. Participation in Meetings. Attend and participate in all required College meetings by arriving promptly and remaining for the duration of the meeting.
- C. Attendance. Faculty are required to be present for all scheduled class meetings.
- D. Paperwork. File all paperwork required by the College in a complete and timely manner.
- E. Purge Class Rolls. Confirm, and as appropriate, purge class rolls within the deadlines established by the College.
- F. Grades. Submit all documents regarding grades within the deadlines established by the College using the College-approved platform. Accommodations will be made if the College-approved platform is not functioning.
- G. Course Syllabus. Provide to students on the first day of class the departmentally approved course syllabus.
- H. Faculty Responsibilities. Fulfill faculty role as established in the course syllabus.
- I. Absences. Notify supervisor in advance in each instance when unable to teach a scheduled class.
- J. Licenses. Maintain all professional licenses and certifications required for professional standing.
- K. Confidentiality of Student Records. Maintain confidentiality of student records as defined in College policies and procedures.

- L. Paid Student Attendance. Permit only students who have a paid schedule or an approved hold on their schedule to attend class.
- M. Student Evaluations. Follow College policy and procedures concerning student evaluations.
- N. Parking Decals. Use parking decals and related parking access only as authorized by the College.
- O. Student Records. Maintain student records as specified by the College.
- P. Provide Information for the Student Petition Process. Provide necessary information about a student's performance, behavior, and/or attendance in class, lab, or clinic to the appropriate committees or individuals in a timely manner (i.e., Grade Appeal, Student Grievance , etc.).
- Q. Other Duties. Perform other faculty duties as requested by the Chair.

ARTICLE 10

NO-STRIKE

The Union agrees not to participate in or endorse strikes, picketing, stoppages, or concerted failure or refusal to perform assigned work by the faculty members covered by this Agreement while this Agreement is in effect.

Any faculty member who participates in or endorses a strike, a work stoppage, picketing, or concerted failure or refusal to perform assigned work may be disciplined and/or discharged by the College, and the sole and exclusive jurisdiction to review such discipline or discharge shall be provided in the grievance procedure.

It is understood and agreed that, in the event of any violation of this Article, the College shall be entitled to seek and obtain ex parte immediate injunctive relief, provided within 24 hours after receiving written notification from the College that a strike or picketing is in progress on the part of individuals or any group of individuals covered by this Agreement, the Union shall state to the College, in writing, whether it has sanctioned such action. Its prompt disavowal of responsibility, in writing, shall relieve the Union of legal responsibility to the College therefore.

ARTICLE 11

OUTSIDE EMPLOYMENT

The College recognizes that faculty members may engage in outside employment and consultant activities. A faculty member shall not engage in outside employment or self-employment which:

- A. Conflicts with required work hours at the College.
- B. Adversely affects College job performance.
- C. Might reasonably be considered to conflict with College goals and objectives in the community.

Faculty members who have outside employment or self-employment shall not solicit business from students. Faculty members who have outside employment or self-employment shall not solicit business from employees during employees' scheduled work hours, nor use any College resources, equipment, or supplies for such purposes. The faculty member may not use his/her position with the College for personal gain through outside employment. This outside employment shall not bring discredit to the College nor should the name of the College be used to acquire an outside position.

ARTICLE 12 COMPENSATION

Section 1. Wages

All Faculty will be paid based on the following salary schedule:

Credit	Rate per Hour (1 Point = 4 instructional hours)	Rate Per Point (12 Points = 48 instructional hours)
Adjunct I	\$52.25	\$209 per point 12 Points = \$2,508
Adjunct I (Hard to Hire)	\$57.25	\$229 per point 12 Points = \$2,748
Adjunct II	\$57.25	\$229 per point 12 Points = \$2,748
Adjunct II (Hard to Hire)	\$62.25	\$249 per point 12 points = \$2,988

Vocational Credit	Rate per Hour (1 Point = 5 contact hours)	<u>Rate Per Point</u>
Adjunct I	\$43.35	Points vary based on course contact hours
Adjunct I (Hard to Hire)	\$51.50	Points vary based on course contact hours
Adjunct II	\$48.35	Points vary based on course contact hours
Adjunct II (Hard to Hire)	\$56.50	Points vary based on course contact hours

Non-Credit (e.g. adult education, continuing workforce education, lifelong learning or recreational)	Rate per Hour (1 Point = 5 contact hours)	<u>Rate Per Point</u>
G1	\$25	Points vary based on course contact hours
G2	\$32	Points vary based on course contact hours

G3	\$42	Points vary based on course contact hours
G4	\$55	Points vary based on course contact hours

Administrative Task (including mandatory training or mandatory meetings and orientation)	1 Point = 5 hours	Points vary based on task 1 Point = \$100
	\$20	

Substitute	Rate per hour
	\$22

Section 2. Level II Adjunct Faculty

Faculty who have taught credit courses for two (2) major terms in two consecutive calendar years will be designated as Level II adjunct faculty. To be elevated to Level II, adjunct faculty must possess a terminal degree and have completed the College specified professional development course(s). All other adjunct faculty will be referenced as Level I adjunct faculty. Further, any Adjunct Faculty who has not taught for one (1) calendar year will be terminated unless a special exception is made by the College. If a previously terminated Adjunct Faculty reapplies to teach at the College, they will return to Level I Adjunct status.

Section 3. Compensation for Large Class Size

For credit classes with enrollment above 49 students, adjunct faculty will be assigned additional points, based on a three-credit 12-point class, according to the following chart. Classes with a base of other than 12 points will be adjusted proportionately. Class size will be determined by the number of paid students enrolled, as shown by the first class roll following the 100 percent refund date.

Number of Students		Points Paid
From	To	
50	54	13
55	59	14
60	64	15
65	69	16
70	74	17
75	79	18
80	84	19
85	89	20

Number of Students		Points Paid
From	To	
90	94	21
95	99	22
100	104	23
105	109	24
110	114	24
115	119	24
120	124	24

Section 4. Compensation for Small Class Size

Classes with low enrollment, which would normally cause a class to be canceled, may be prorated for reduced points or reduced hourly rate (as appropriate to meet departmental productivity) and offered to a bargaining unit member. If mutually agreeable, the course will be assigned for the reduced points or hourly rate.

ARTICLE 13

DURATION

This Agreement shall be effective as of January 6, 2021, following ratification by the Adjunct Faculty and by the MDC District Board of Trustees, and continue until the last day of the last pay period for the 2022-2023 academic year.

There shall be a re-opener for the second and third years of the Agreement to address Article 12 Compensation. Bargaining, with respect to the second and third years, will commence no later than October 1, 2021 and October 1, 2022, accordingly.

**District Board of Trustees
of Miami Dade College, Florida**

**Service Employees International
Florida Public Services Union
Change to Win**

BY

BY

CHAIR

PRESIDENT

ATTEST

ATTEST

SECRETARY

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