
COLLECTIVE BARGAINING

AGREEMENT BETWEEN

**DISTRICT BOARD OF TRUSTEES OF
SEMINOLE STATE COLLEGE OF FLORIDA**

AND

**SERVICE EMPLOYEES INTERNATIONAL
UNION (SEIU) –
FLORIDA PUBLIC SERVICES UNION**

RATIFICATION – JUNE 30, 2023


Chief Negotiator – SSC:  ^{02/18/2021} Chief Negotiator – SEIU: 

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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 establish wages, hours, and other terms and conditions of employment.

It is anticipated that this Agreement will serve the public interest by insuring that administrators, administrative staff, and members of the bargaining unit will make every reasonable effort to carry forward the College's legitimate activities and functions, by defining the Employer's obligations to the Union and members of the bargaining unit in order to avoid disputes due to misunderstandings, and by providing a grievance procedure for the resolution of claims that the Agreement has been violated.

The parties concur that these objectives are facilitated by amicable adjustment of matters of mutual interest. The parties recognize that mutual benefits are to be derived from continual improvements in the College, and that participation of part-time faculty in the formulation of policies under which they provide their services is educationally sound.

Provide market competitive salaries, benefits, and incentives to attract and retain part-time faculty and support educational excellence. Elevate employment satisfaction within an environment that fosters creative contributions to learning, innovative practices, and professional growth.

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ARTICLE 2: CONSULTATION

The College's representatives shall meet with Union representatives to discuss matters pertinent to the implementation or administration of this Agreement, College actions affecting terms and conditions of employment, or any other mutually agreeable matters.


Such meetings shall occur by mutual agreement of parties, but not less than once each Fall and Spring semester.

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.



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ARTICLE 3: GENERAL PROVISIONS

Section 1. Controlling Clause: This Agreement shall supersede prior agreements between the parties. Upon ratification, this Agreement shall become an official policy of the parties. Any conflict between the provisions of this Agreement and any College policies shall be resolved in favor of the terms and conditions of this Agreement. Any conflict between the provisions of this Agreement and any federal or state law, including the Florida Administrative Code, shall be resolved as stated in Section 4, Severability.

Section 2. Gender Pronouns: The use of third person plural pronouns shall be understood to mean pronouns to cover all genders in this Agreement.

Section 3. Non-Assignment: 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.

Section 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.

Section 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.

Section 6. Waiver: Failure of either party to require performance by the other party of any provision 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 provision, herein be taken or held to be a waiver of said provision thereafter.

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

Nothing in this Article shall be interpreted as a waiver by the Union of its right to request and engage in impact bargaining consistent with Florida law. The parties shall schedule a consultation meeting upon request by either party prior to engaging in impact bargaining.



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37 **Section 7. Voluntary Communications:** Voluntary communications between the parties
38 shall not be considered collective bargaining as waived in this article.



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ARTICLE 4: MANAGEMENT RIGHTS

Section 1. Except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself all unilateral rights, powers, authority, duties, and responsibilities conferred upon or vested in it by Section 447.209, Florida Statutes, other applicable Florida and federal statutes, and State Board of Education Rules. However the exercise of such rights shall not preclude part-time faculty or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

Section 2. Pursuant to Section 1001.64, Florida Statutes, the College shall be responsible for cost effective policy decisions appropriate to the College's mission, the implementation and maintenance of high-quality education programs within law and rules of the State Board of Education, the measurement of performance, the reporting of information, and the provision of input regarding state policy, budgeting and education standards.

Section 3. While it is not possible to anticipate or detail in this agreement all of the rights and prerogatives that the College retains and reserves, the following list is illustrative. The College exclusively retains and reserves the rights to: exercise all rights normally exercised by the College and not expressly limited herein; select employees for hire; determine staffing requirements; schedule work; 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; discontinue programs; 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.



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ARTICLE 5: NO STRIKE AND LABOR PRACTICES

2 The College and the Union agree to abide by Florida law concerning no strike and unfair labor
3 practices in Sections 447.501, 447.503, 447.505, 447.507 and 447.509.



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administrative rules, policies and procedures for utilization of College facilities. The Union shall provide blanket indemnification and hold harmless agreements, with language acceptable to the College, each academic year.

- b. The Union may make reasonable use of 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 under this Agreement, the College shall provide the Union with the estimated cost within a reasonable so as to enable alternative arrangements to be made. The Union may be charged the College's posted fees for utilization of such facilities, but in no event shall fees be greater than any other organization permitted to utilize College facilities.
- c. The Union may use the College electronic communication system to advise part-time faculty of union meetings, ratification meetings, union activities, bargaining, and union elections. Commercial, political, solicitation, derogatory or inflammatory and other content, which violates Section 447.509 of Florida Statutes are not permitted.
- d. The Union shall have the right to use College equipment at reasonable times when such equipment is not otherwise in use. The Union 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 duplicating services with access/billing codes on college photocopy/duplicating machines. The Union shall reimburse the Employer for the actual cost of all materials and supplies used within thirty (30) days of receipt of billing.

When billed, the Union shall reimburse the Employer for all fees associated with utilizing a College facility.

The Union will provide the Office of Legal Affairs with a list of all Union officers and stewards who are authorized to request the use of College facilities.

Section 8. Union Office: The College shall identify and provide a permanently assigned office for the exclusive use of the Union. The office shall be lockable with access only to Union officers identified by the Union President except for routine maintenance. The designated Union officers will be informed in the event of an emergency in which case College safety and security officers may make emergency entry. The Union office will be provided a telephone line with voicemail service and will be listed in the College telephone directory.

Section 9. Access to Part-Time Faculty

- a. The College will provide a link to the Union Web site from the College's Web site.
- b. In the event the Union wishes to hold a faculty meeting during a college-wide event and provides sufficient notice, the College shall include such information in the program of



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77 events if so requested by the Union in writing.
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79 c. The Union shall be afforded table space at the adjunct fair and at each Adjunct Academy
80 event. An announcement at the Adjunct Academy events shall be made regarding the
81 Union information table.



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ARTICLE 7: UNION MEMBERSHIP DUES DEDUCTIONS

Section 1. The College agrees to process Union membership dues deductions from the earnings of part-time faculty who have authorized deductions as provided below. Authorizations will be submitted to the Human Resources Services department from the Union. The deduction will start within thirty (30) working days of receipt of a valid authorization. The authorization shall be on a form agreed to between the parties. The form may include written or electronic authorizations.

Section 2. Deductions will be made each pay period. There shall be no retroactive assessment or dues deduction.

Section 3. The Union will notify the board in writing of the percentage amounts of deduction. Any change in the amount deducted will require forty-five (45) working days written notice.

Section 4. The College is in no way responsible when earnings are not adequate in any pay period to enable the dues deduction. Further, no initiation fee, assessment, retroactive, special or extra deduction will be made to make up any difference, and the College has no responsibility for the cumulative total amount deducted during the year.

Section 5. Remittance. The dues and assessments deducted, if any, shall be remitted by the College to the Union within thirty (30) calendar days following the end of the pay date. The College will remit to the Union a list of the employees from whose salaries such deductions were made and the amounts deducted for each pay date.

Section 6. A bargaining unit employee may stop dues deductions upon thirty (30) days written notice to the Human Resources department and the Union. Either party that receives notice shall forward a copy of the notice to the other party within ten (10) working days.

Section 7. Indemnification: The Union assumes responsibility for: (1) all claims against the College, including the cost of defending such actions, arising from its compliance with this Agreement, and (2) all monies deducted under this Agreement and remitted to SEIU. The Union shall promptly refund to the College excess monies received under this Agreement.



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ARTICLE 8: PART-TIME FACULTY RIGHTS

Section 1. Part-time faculty Rights: All contractual rights, privileges and benefits expressed in this agreement and in those policies, procedures and handbooks specifically referenced in this agreement shall remain in effect only for the duration of this agreement.

Section 2. Union Representation: Part-time faculty with a reasonable expectation that they may face disciplinary action or be the subject of an investigation by the College, have the right to request a Union representative at any meeting with the College administration. Part-time faculty participation in a College investigation is voluntary. The decision whether to represent or accompany a part-time faculty member who is not a member of the Union rests solely with the Union.

Section 3. Non Discrimination for Union Activities: All part-time faculty of the College 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.

Any claim or charge that the College or the Union is discriminating against a part-time faculty member on the basis of Union activity may be processed through the applicable grievance and/or arbitration procedure of this Agreement.

Section 4. Right to Privacy: An employee has the right to privacy with regard to his personal and private life unless such actions are demonstrably detrimental to the College. The College shall take no action against part-time faculty for activities pertaining to their private or personal lives except as otherwise may be provided for by contract, statute or state board rule to that effect.

Section 5. Personnel Files: There shall be one official personnel file for each part-time faculty member. The official file shall be maintained in the College's Office of Human Resources pursuant to applicable Florida Statutes and/or State Board Rules.

Part-time faculty shall be permitted to examine the contents of their official personnel file including limited-access records. Part-time faculty shall have the right to answer or respond to any material in their official personnel file and to attach such response pursuant to the laws of the State of Florida.

Part-time faculty shall have a right to a copy of their official personnel file, including limited-access records, and may request a waiver of any fees for production of the copy, which request shall not be unreasonably denied.

Section 6. Outside Employment The College recognizes that part-time faculty may engage in outside employment and consultant activities. A part-time faculty member shall not engage in outside employment and self-employment which:



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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.

Part-time faculty who engage in outside employment or self-employment shall abide by College ethics policies and state ethics laws.

Section 7. Faculty Offices

The College shall provide part-time faculty with access to office/cubicle space when part-time faculty are on site. Minimum furnishings for each office/cubicle space shall include a computer with internet access, a desk, and a desk chair,

- a. The College shall provide access to a telephone for part-time faculty while they are on site. The use of telephones by the part-time faculty member shall be in accordance with College policies and procedures. Any violation of College policies and procedures may be grounds for disciplinary measures. The part-time faculty member shall be permitted to use the phone for long-distance calls that are required to conduct College business. The part-time faculty member shall be permitted to use the phone for collect or credit card long-distance calls that are at no expense to the College.
- b. Part-time faculty will have unimpeded access to the office/cubicle space during normal operating hours on days of normal campus operations.
- c. Part-time faculty will have access to private meeting space for confidential conversations with students by reserving available classrooms, conference rooms or other available meeting spaces.

Section 8. Parking:

- a. Part-time faculty shall be allowed to park in designated faculty parking on each campus.
- b. Parking facilities will be maintained in accordance to State Requirements for Educational Facilities (SREF).
- c. The College shall provide these facilities for free of charge unless the College determines that parking fees shall be necessary for the planning, acquisition, design, construction, improvement, maintenance, repair, operation, or retirement of debt related to parking or transportation facilities. In such event, part-time faculty shall not be charged a fee greater than other College employees.

Section 9. Access to College Mail:

- 75 a. The College shall make its internal mail service available to each part-time faculty
76 member.
- 77 b. The College will provide an email account and access to each part-time faculty member.
78 At a minimum, email access shall be provided in the part-time faculty office/cubicle
79 space and via the Internet or virtual private network (VPN) from off campus or by
80 providing a mobile app that allows for remote access.

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ARTICLE 9: COMPENSATION

Section 1: For the duration of the agreement part-time faculty pay rates will remain as follows. These rates include the responsibilities / activities set forth in the Professional Responsibilities article.

Educational Degree	Hourly Rate Per Course Contact Hour*
• Bachelor's degree or equivalent	\$39.72
• Master's degree	\$43.16
• Doctorate	\$46.57

*College Credit Courses Only

Directed Individual Study and cooperative education course rates: Instructor's hourly rate (based upon degree), multiplied by the course contract hours per week, multiplied by the number of students equals payment for term.

Section 2: Other Compensated Responsibilities / Activities (other than set forth in the Professional Responsibilities Article):

A. Pre-approved attendance at required standing committee meetings, required Department/School meetings, pre-approved professional development workshops/trainings and supplemental tasks, outside of teaching, that part-time faculty may be assigned by the Dean or AVP.

1. Rate: 19.96 per hour

Section 3: This Article shall be subject to a reopener to be effective for the 2022-2023 fiscal year. The parties agree to meet and bargain within a month after the start of Spring 2022 term classes.

ARTICLE 10: ACADEMIC FREEDOM

Section 1. 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. The parties are committed to intellectual inquiry, academic rigor, thoughtful exploration, and the civil exchange of ideas. The College strives to maintain an atmosphere in which students and part-time faculty have ample opportunity to explore the full spectrum of ideas, opinions, and beliefs.

Section 2. In order to ensure that this situation is perpetuated, academic freedom is defined in terms of the following rights:

- a. To seek information
- b. To interpret information
- c. To communicate findings without interference

Section 3. By accepting academic freedom, each individual part-time faculty member also accepts the following responsibilities for preserving that freedom:

- a. To maintain competence in their discipline
- b. To configure themselves to their area of competence
- c. To be objective
- d. To speak their conclusions
- e. To speak officially for the College only when authorized
- f. To defend the academic freedom of their colleagues

Section 4. In recognition of the principle of academic freedom at Seminole State College, the parties affirm that part-time faculty members must be free of any arbitrary limitations on the study, investigation, presentation, interpretation, or communication of facts and ideas in any branch of learning consistent with the standards and practices of academic inquiry. Part-time faculty are free to:

- a. Conduct research and to publish the results, subject to adequate performance of their other academic duties;
- b. Discuss their subject in the classroom and to develop and select teaching strategies;
- c. Part-time faculty shall not introduce into their teaching controversial matter unrelated to their subject.
- d. Part-time faculty are members of a learned profession and respected employees of a public educational institution. When they speak or write as private citizens, they should

35 be free from institutional censorship or discipline, but their special position in the
36 community imposes special obligations. As scholars and educational professionals, they
37 should remember that the public may judge their profession and their institution by their
38 utterances. They should at all times be objective and accurate, current within the
39 profession, respectful of the opinions of others and exercise appropriate restraint and
40 responsibility.

ARTICLE 11: GRIEVANCE AND ARBITRATION

Section 1. Purpose of the Grievance Procedure. The parties agree that prompt and just settlement of grievances 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 provide in a timely manner such public documents and public information as may be requested to enable the parties to resolve grievances and maintain harmony within the College environment.

Section 2. Definitions for the Grievance Procedure. The following definitions will be used for the grievance procedure in Article 11 of this Agreement.

- a. Grievance – an alleged violation of the terms of this Agreement.
- b. Aggrieved or Grievant – any part-time faculty member, group of part-time faculty members or the Union that files a grievance as defined in this Article.
- c. Part-time faculty Member – any member of the bargaining unit.
- d. Days, Work Days or Working Days – as used in this Article except where the term “calendar days” is used, the term, unless otherwise stated herein, shall mean College business days in accordance with the Board-approved College calendar.
- e. Respondent – the College or the appropriate Administrative official.
- f. Vice President – Vice President of the division in which the grievance originates, usually Vice President of Academic Affairs or Vice President of Student Affairs.
- g. President – College President

Section 3. The Union has the right to represent or to not represent a part-time faculty member, if requested by the part-time faculty member, and/or be present at any step of the Grievance Procedure whether or not the Union is representing the part-time faculty member in the process.

Section 4. Bargaining unit members, including Union representatives and officers, shall not permit the investigation or processing of grievances to interfere with their normal work responsibilities. If it is necessary to take time off during their scheduled working hours to investigate or process grievances, they shall seek the prior consent of the College. Such consent shall not be withheld when the effect would be to preclude the adequate investigation and/or presentation of the grievance or to restrict the ability of the Union to select its own representative.

Section 5. Grievance Procedure:

Step 1 – Informal Discussion. A grievant shall first try to resolve the issue by discussing the



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grievance with his/ her immediate supervisor, either directly or through the Union's designated representative, within twenty (20) days from the date of discovery. Respondent will render a verbal decision to the part-time faculty member within fifteen (15) days from the date the first discussion was held. In the event the Respondent is not available during the twenty (20) days following the alleged violation, the part-time faculty member will meet with the acting supervisor and express their intent to pursue the informal discussion procedure.

Step 2 – Written Grievance to Respondent. If the grievance is not settled at Step 1, or if the aggrieved person is not satisfied with the disposition at Step 1, or if there is no disposition within fifteen (15) days after the discussion in Step 1, the grievant may file the grievance in writing to the Dean or the Associate Vice President, with a copy to the Union and the Office of Legal Affairs within ten (10) days. The written grievance document must:

1. State the pertinent facts in enough detail to enable an otherwise uninformed third party to determine from the document that a violation has occurred, assuming the truth of the facts as stated;
2. Specify the particular Article(s) and Section(s) of this Agreement that are being relied upon for the prosecution of the grievance and the College will be entitled to rely exclusively on these required references; and
3. Specify with particularity the relief sought.

Within ten (10) days after receiving the Step 2 written grievance, the College shall submit a written response to the grievant, with a copy to the Union and the Office of Legal Affairs.

Step 3 – Disposition of Grievance. If the grievance is not settled at Step 2, or if there is no disposition within ten (10) days after receipt of the Step 2 written grievance, the grievant may file the grievance in writing to the appropriate Vice President with a copy to the Union and the Office of Legal Affairs. Within ten (10) days after receiving the Step 3 written grievance, the appropriate Vice President shall schedule a meeting with the grievant and/or the Union's designated representative, to attempt resolution of the matter.

Within ten (10) days after the meeting, the College shall submit a written decision to the grievant, with a copy to the Union and the Office of Legal Affairs.

A grievance on behalf of a group or the union will enter the grievance process at Step 3, provided it is filed within twenty (20) days of the date of discovery by the Union.

Step 4 – Written Appeal to the President. If the grievance is not resolved at Step 3 or if there is no disposition within ten (10) days after the date of the meeting, the grievant may request, and the Union may file, a written appeal with the President or designee, with a copy to the Office of Legal Affairs within ten (10) days following the receipt of the response under Step 3, or if no response was received, within ten (10) days of the date the response was due.

Within ten (10) days following the date of filing the written grievance with the President, the

President, or designee, will meet with the aggrieved person and/or the Union's designated representative(s), with the objective of resolving the matter. The President shall have ten (10) days following the date of the meeting to submit a written disposition to the grievant through the Union's Grievance Chairperson, or designee, with a copy to the Office of Legal Affairs and to the designated records custodian within the Office of Human Resources.

Expedited Procedure for Grievance on Behalf of a Group or the Union. If the Union determines a grievance may be warranted on behalf of a group of employees (e.g., all bargaining unit members; all bargaining unit members within a department) or the Union itself, an informal meeting with the appropriate Administrator may be requested by the Union within twenty (20) days of discovery of the issue. The meeting will be held within ten (10) days of a written request from the Union. The Administrator will give a written response within ten (10) days from the date of the meeting.

The Union has ten (10) days from the date the written response is received, or, if no response was received, from the date the response was due, to file a grievance at Step 3 with the Vice President, with a copy to the Office of Legal Affairs. Within ten (10) days after receiving the Step 3 written group or union grievance, the College shall schedule a meeting within the next ten (10) days with the Union's designated representative(s) with the objective of resolving the matter.

Within ten (10) days after the meeting, the College shall submit a written decision to the Union representative.

Section 6. Time Limits.

- a. All time limits shall be interpreted as 4:30 p.m., the end of the College business day and deadlines shall be strictly observed by both parties, unless extended by written agreement of both parties.
- b. The number of days indicated at each level of the grievance should be considered as a maximum, and reasonable effort should be made to expedite the process.
- c. Failure of the Union or Grievant to meet the time for taking any action set forth in Section 5 above shall result in final disposition of the grievance.
- d. Failure of the College to timely respond to a grievance shall be deemed a denial and entitle the Union to appeal to the next step.
- e. At time when a bargaining unit member is off contract and unavailable to file the initial grievance, the Union shall be permitted to file on their behalf, the parties agree to extend the time limits until the bargaining unit member is available to participate in the grievance process.
- f. If a grievance is filed that might not be finally resolved at Step 3 under the time limits set forth herein, prior to the end of the grievant's academic contract year, and that, if left



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unresolved until the beginning of the following academic contract year, could result in harm to the grievant or the College, the time limits set forth herein shall be reduced by mutual agreement of the parties so that the grievance procedure may be concluded prior to the end of the academic contract year or as soon thereafter as is reasonably practicable.

Section 7. Reprisals. The Administration of the College and/or the Union shall make no reprisals against employees through action or omission because of their involvement in a grievance procedure.

Section 8. Arbitration Procedure

- a. **Purpose and Conditions of the Arbitration Procedure.** When the grievant is not satisfied with the final decision of the formal grievance process, the Union may at the discretion of the SEIU state office appeal the grievance to arbitration. The decision to appeal to arbitration will be in writing, addressed to and received by the President, or designee, within twenty (20) days after receipt of the College's final action by the grievant. Arbitration under this Agreement shall be limited to those grievances processed through the steps of the Grievance Procedure in strict compliance with all of its requirements.
- b. This arbitration procedure cannot be used by the Union or any employee to dispute a decision made by the College not to assign, or to cancel, or reassign a teaching assignment, except to the extent that a grievance alleges the failure by the Administration to follow the procedures set forth in the Assignments Article.
- c. **Selection of Arbitrator.** Within twenty (20) days of receipt by the President of the aggrieved person's notification to appeal to arbitration, the parties shall each recommend possible arbitrators and attempt to mutually agree on an arbitrator. In the event the parties cannot mutually agree to an arbitrator, the parties shall jointly request in writing, from the Federal Mediation and Conciliation Service (FMCS), a list of seven (7) arbitrators. Selection from the FMCS arbitration list shall be made by alternately striking names from the list until one name remains. The right of first choice to strike from the list shall be determined by the flip of a coin.
- d. No arbitrator may be involved with more than one (1) grievance under this Agreement at any given time without the mutual consent of the parties.
- e. **Hearing before the Arbitrator.** The arbitrator shall arrange for any hearing they deem necessary as soon as practical after being notified of their selection. 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. Each party shall have the right to present evidence, present, cross-examine, and/or sequester witnesses, and submit a post-hearing brief.
- f. **Authority of the Arbitrator.** The arbitrator shall be limited to the written grievance



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submitted by the grievant or the Union. In the area of financial awards, the power of the arbitrator shall be limited to cases where the aggrieved person has been judged to have been discharged or suspended without cause and the arbitrator's power in such cases shall be limited to reinstatement and the amount of back pay due, if any. The arbitrator shall have no power to award teaching assignments. If the arbitrator's award includes back pay, earnings or compensation received from any sources shall be deducted from the award. Failure to mitigate and/or laches may also be considered as a deduction or set-off. The arbitrator shall not have the power to add to, subtract from, modify, or alter the provisions of this Agreement.

- i. The arbitrator shall only have the power to hear or arbitrate grievances which arise under the terms and during the duration of this agreement. Arbitration shall be confined solely to the facts and/or allegations of the written grievance. The arbitrator shall have no authority to determine any other issue(s). Where an administrator has made a judgement involving the exercise of discretion, the arbitrator shall not substitute the arbitrator's judgement for that of the College. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the College to take appropriate corrective action.
- ii. Concessions and partial concession made by the College, a grievant or the Union prior to or during the arbitration shall not be considered by the arbitrator as indicating in any way or to any extent that a violation has taken place or that the grievance has merit.
- g. **Disposition.** The arbitrator shall render a decision in writing stating the reasons underlying the decision and identify the prevailing party within thirty (30) days after the close of the hearing. If briefs are submitted, the hearing is closed on the date set by the arbitrator for the submission of briefs. However, time limitations may be adjusted by mutual agreement of the parties. The decision of the arbitrator will be made in writing to both parties at the same time. The delivery of the decision will be made by email or certified mail, return receipt requested as determined by the Arbitrator.
- h. The decision of the arbitrator, if within the limitations of their authority as set forth herein and in Florida Statutes, shall be final and binding.
- i. 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.
- j. Issues of arbitrability shall be bifurcated from the substantive issues(s) and will be determined by a hearing which may, by mutual agreement, be conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitral, an arbitrator shall then be selected to hear the substantive issue(s).



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~~k. **Fees and Expenses of Arbitration.** The parties shall share equally the cost of arbitration.~~

Section 9. Burden of Proof. 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 shall be on the grievant and/or Union.

Section 10. Files. Grievance materials will be maintained in a file designated by the President and separate from personnel files and in accordance with the Public Records Law. A copy of the arbitrator's written decision shall be placed in the grievant's personnel file.

Section 11. Processing. The filing or pendency of any grievance, or of arbitration proceedings, under this Article shall not operate to impede, preclude, or delay the College from taking the action complained of. In no event shall any part-time faculty member, as a result of a pending grievance, receive compensation following cessation of employment.

Section 12. If the grievant and/or the Union has the ability to seek relief for the issues in the grievance in some other forum such as, but not limited to DOAH, PERC, Federal or State Courts, the grievant must affirmatively elect to forego such other potential avenues of relief if the grievant or the Union is to proceed to arbitration.

D. Hanner

02/18/2021

JEB
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1 **ARTICLE 12: VACANT FULL-TIME FACULTY POSITIONS**

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3 **Section 1.** Vacancies for Full-time faculty will be posted to the College website.

4 **Section 2.** Part-time faculty members shall be responsible for monitoring the Seminole State
5 College website for advertisements for vacant full-time faculty positions at the College and
6 submitting required application materials by posted deadlines.

7 **Section 3.** The College will send an email, at the start of each academic year, to the Union
8 designee with a link to a website where full-time faculty positions will be posted, and part-time
9 faculty can opt in to receive notifications. The Union will be responsible for disseminating the
10 information to part-time faculty.

11 **Section 4.** Part-time faculty members shall have access to the College's Career Development
12 Center for assistance including, but not limited to, updating their curriculum vitae.

13 **Section 5.** A part-time faculty member who applied for and was a finalist, and was not
14 offered a full-time faculty position may request to meet with their Dean. Part-time faculty
15 members interested in applying for full-time teaching positions are encouraged to meet with their
16 Dean in order to better understand expectations and needs of the program.



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- 71 student success data and the Part-time Faculty Observation (or comparable) Form to
72 complete the Part-time Faculty Evaluation Form.
- 73 7. The supervisor will give the observation form and the Part-time Faculty Evaluation Form
74 to the part-time faculty member and meet with the part-time faculty member, upon
75 request no later than two (2) weeks after the observation. The part-time faculty member
76 will sign the Part-time Faculty Evaluation Form, write comments if desired, and return it
77 to the supervisor. The supervisor will send the Part-time Faculty Evaluation Form to the
78 Human Resources Offices for filing in the part-time faculty member's personnel file.
- 79 8. In the case that specialized accreditation requires more specific types of faculty
80 evaluation, these may be used in lieu of College documents as long as satisfactory
81 performance can be determined by reviewing the form.
- 82 9. If a part-time faculty member receives less than a satisfactory evaluation and the College
83 decides to offer them an additional section(s), then the supervisor (or designee) may
84 provide a Performance Improvement Plan (PIP) to the affected part-time faculty member
85 to complete during the next academic term in which they teach. At the end of the term,
86 the part-time faculty member shall be evaluated to determine whether their performance
87 improved to a satisfactory or better rating. The College will develop the form for the PIP.



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- 38 E. Part-time faculty shall honor any student request for reasonable accommodations to
39 which the student is legally entitled as specified in documentation issued by the Office of
40 Disability Support Services.
- 41 F. Part-time faculty are required to use textbooks and educational resources adopted by their
42 respective departments in compliance with Florida Statutes, and College procedures.
43 1. The College shall provide each part-time faculty member a complimentary hard
44 and/or digital copy of the textbook(s) and any other educational resource(s) adopted
45 for each unique course that they teach. Textbooks are the property of the College and
46 should be treated as such.
47
- 48 G. For academic advising, testing services, and counseling as provided by the College the
49 part-time faculty member shall refer the student to the Office of Student Services at the
50 appropriate campus.
- 51 H. To retain employment, each part-time faculty member must maintain compliance with the
52 minimum credentialing requirements of the Southern Association of Colleges and
53 Schools (SACS) for their discipline as presented in the appropriate College credentialing
54 manual and, when applicable, maintain any specific health, background screening or
55 certifications required by the discipline, and credentialing required by other accrediting
56 agencies.
- 57 I. Each part-time faculty member will complete mandatory compliance trainings as required
58 by the College.

59 **Section 2:** The amount of time that a part-time faculty member will spend on these professional
60 teaching requirements will vary by the type of courses taught.



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Section 9: Faculty Contact Hours will be the basis used to determine course load assignments.

- A. For College Credit courses, a faculty contact hour is defined as a standard one hour (at least fifty [50] minutes) classroom period or equivalent.
 1. For direct instructional modalities (lecture/discussion, lecture/lab, clinical, online, etc.) faculty contact load hours will equal college defined student contact hours.
 2. For indirect instructional modalities (e.g. internships, clinical coordination, instructor-of- record) faculty contact load hours will vary depending on the type of clinical course, accreditation and/or state requirements, clinical site restrictions, and/or curriculum content.
 - a. For clinical coordination/instructor of record, each student clinical instructional contact hour shall be valued at 0.4 instructional contact hour.

Section 10: Term/Session Course Assignment Maximums

- A. College Credit, part-time faculty may be assigned to teach no more than 12 faculty contact hours per week during any term/session unless under special circumstances, and with the written approval of the Vice President, Academic Affairs.

Section 11. Section Reassignments.

- A. In cases where a part-time faculty member's section assignment is reassigned to a full-time faculty member or cancelled by the College after it has been accepted by the part-time faculty member, the College will make reasonable efforts to offer another course section for which the part-time faculty member is qualified and available to teach in lieu of the reassigned section. However, it is clearly understood that the determination of the final course schedule is within the authority and responsibility of the College and is not subject to the grievance and arbitration procedure contained within this Agreement.
- B. If no such offer of an alternative section assignment is provided to the affected part-time faculty member, and the section (including a combined section) is reassigned or cancelled on or after the Friday prior to the start of the term (or session) in which the section (including a combined section) was to be offered, then the part-time faculty member shall receive a one-time payment of \$150.00.
 1. This provision does not apply to sections that are reassigned or cancelled due to a part-time faculty member exceeding contact hour load maximums.
- C. If the section (including a combined section) is reassigned or cancelled after the start date of the section, and no alternative section is available, the part-time faculty member will be paid the prorated amount of the section that has elapsed and a \$150.00 one-time payment.



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74 D. If a part-time faculty member takes over a section for another faculty member during the
75 term, they will receive the proportional amount of the remaining pay for the section.

**ARTICLE 16: PAID TIME OFF (PTO) FOR PART-TIME FACULTY TEACHING
COLLEGE CREDIT COURSES**

Section 1. Paid time off provides part-time faculty to attend to illness, injury, and family issues. Use of paid time off should not negatively impact students. The part-time faculty member should still work to assure that all course learning outcomes are met.

Section 2. To be eligible for the PTO, part-time faculty must be the primary/instructor of record (faculty member who assigns the final grade to a student) for at least one college credit course during an academic session.

Section 3. On the first day of each scheduled session, a part-time faculty member will be granted thirty minutes of paid time off for each assigned college credit contact hour per academic session.

- A. The paid time off is granted and available for use beginning on the first day of the academic session.
- B. Paid time off hours are non-cumulative and non-transferable. Any unused paid time off hours at the end of each session or at separation of employment, are non-compensable and shall expire on the last day of the session in which they were granted; or on the date the part-time faculty member separates employment, whichever is first.
- C. Paid time off hours may be used and recorded in 15-minute increments.
- D. Consecutive day absences are subject to prior supervisor approval.
- E. Multi-day absences for an individual course assignment must be pre-approved by the supervisor.
- F. In the event of an emergency, the part-time faculty member should notify their supervisor of their absence as per departmental guidelines and include information as to the anticipated duration, before the beginning of their scheduled workday or as soon as possible thereafter.

Section 4. Paid time off hours may be denied and/or the part-time faculty member may be subject to disciplinary action if their supervisor is not notified about their absence.

- A. If an absence is more than three consecutive scheduled workdays without supervisor notification, the part-time faculty member will be considered to have voluntarily resigned without giving notice and separated from employment.

Section 5. Use and expiration of paid time off hours for part-time faculty members will be maintained by The Office of Human Resources and Payroll Services.

Section 6. Effective Date: The session after the implementation of the Absence Management Module or the Summer of 2022 whichever occurs sooner.



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ARTICLE 17: DISCIPLINARY ACTIONS AND PROCEDURES

Section 1. Informal Discussions/Coaching

The College may engage in informal discussion/coaching with part-time faculty members at any time to discuss concerns. These discussion/coaching sessions are not discipline.

Section 2. Definitions

- a. Discipline – verbal or written reprimand, suspension or dismissal from a teaching assignment:
 - i. The decision to grant or not grant a teaching assignment is *not* discipline and shall therefore be governed by the Assignments article and is not subject to this article.
 - ii. The decision to reassign a teaching assignment is not discipline and shall therefore be governed by the Assignments article and is not subject to this article.
 - iii. The decision to cancel a teaching assignment is not discipline and shall therefore be governed by the Assignments article and is not subject to this article.

Section 3. Procedures

- a. Discipline may be initiated at any level and in any order as circumstances warrant.
- b. A conference (in person, via teleconference or virtually) shall be held between the part-time faculty member and their supervisor at which discipline may be issued. The part-time faculty member shall receive written notice (which may be made via email to the Seminole State address) of the conference. The part-time faculty member may elect to have a SEIU representative present at this conference.
- c. Discipline shall be subject to the Grievance article beginning at Step 2.
- d. Anonymous complaints shall not be utilized as a disciplinary tool or for disciplinary purposes but may be used to initiate further investigation and the findings of the investigation may be used in the performance evaluation.
- e. Dismissal may occur in two forms: dismissal without pay or dismissal with pay. If the College dismisses the part-time faculty member without pay, the action shall be considered discipline and the part-time faculty member may file a grievance as set forth herein. If the College dismisses the part-time faculty member and pays them the remainder of the assignment fee (not to exceed twenty weeks), the member may not file a grievance.



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- A. This Agreement shall become effective when ratified by the employees in the bargaining unit and by the College.
- B. This Agreement shall continue in full force and effect from the date of ratification by the parties subject to the following provision:
 1. Article 9 – Compensation, shall be subject to a reopener to be effective for the 2022-2023 fiscal year. The parties agree to meet and bargain within a month after the start of Spring 2022 term classes.

If agreement as to a complete replacement agreement is not reached before this Agreement expires, this agreement shall continue as provided by law until a successor agreement is ratified or imposed.