

PREAMBLE

This Agreement is entered into by and between the District Board of Trustees of Valencia College (hereinafter "College" or "Employer") and Service Employees International Union – Florida Public Services Union (hereinafter, "the Union").

Valencia 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 Valencia 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.

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ARTICLE 1: RECOGNITION

The Board of Trustees of Valencia College of Florida, hereinafter referred to as “the College”, recognizes the Service Employees International Union-Florida Public Services Union, (SEIU-FPSU), hereinafter referred to as “the Union” as the exclusive collective bargaining representative for those individuals employed in positions as certified by the Florida Public Employee Relations Commission Certification Number 1998, issued July 2, 2021 who are employed by the College as follows, hereinafter referred to as “Bargaining Unit Members”:

INCLUDED: All part-time teaching faculty and part-time instructors employed by Valencia College.

EXCLUDED: All other employees of Valencia College, regardless of whether or not they have teaching responsibilities. Dual-function employees who are also employed in a different capacity at Valencia College are excluded.

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ARTICLE 2: CONSULTATION

Representatives of the College may meet as agreed upon 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. Each party will submit to the other at least 48 hours prior to the meeting, an agenda identifying the issues to be discussed.

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.

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ARTICLE 3: GENERAL PROVISIONS

3.1. Controlling Clause

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, state, or local law, including without limitation the Florida Administrative Code and other applicable local, state and federal statutes, rules, regulations, and ordinances, shall be resolved as stated in Article 24, Severability.

3.2. Pronouns

The use of “they”, “them”, and “their” are gender neutral and is preferred.

3.3. 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.

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ARTICLE 5: NO STRIKE

The Union and each Bargaining Unit Member agree not to participate in strikes, stoppages, or concerted failure or refusal to perform assigned work by the Bargaining Unit Members covered by this Agreement while this Agreement is in effect in accordance with Florida State Statutes 447.505.

Any Bargaining Unit Member who participates in a strike, a work stoppage, picketing which is disruptive to College operations, 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 by College policy/procedures.

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 in accordance with Florida Statutes 447.507.

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ARTICLE 6: UNION RIGHTS

6.1. Facilitation of Bargaining Unit Member Relations

The College will allow the Union representatives and Bargaining Unit Members time to engage in activities directly relating to contract negotiations, grievances and arbitration, or other matters related to administration of the collective bargaining agreement, provided there is no disruption to the performance of their duties or the work of other employees or students.

6.2. Representatives

The Union shall provide the College with an updated and current list of designated Union representatives at or for each campus within thirty (30) working days after the ratification of this Agreement and, thereafter, within ten (10) working days after new representatives are selected by the Union.

6.3. Protection against Discrimination

Neither the College nor the Union shall discriminate against any Bargaining Unit Member covered by this Agreement because of Union membership or non-membership, or activity in support of or opposition to the Union. This Section does not apply to the Union's right to refuse to represent non-members in the Grievance and Arbitration Procedure.

6.4. Access to Records

~~Notwithstanding requests for bargaining unit data in Article 20,~~ ^{QED Wn 11/13/23} The College agrees to furnish to the Union and/or bargaining unit members within a reasonable time, upon written request, records in the College's current possession or custody, to the extent required to be produced under applicable law, and which is further necessary to enable the Union to fulfill its role as the bargaining agent. This article shall not oblige the College to create documents, make calculations or compilations, but refers only to the statutory right to obtain existing documents, with redactions as permitted by law, upon payment of statutory fees and costs if applicable.

6.5. Publication of Agreement

Upon approval and ratification of the Agreement by the Board and Bargaining Unit Members, the College shall publish to the College's Web site an electronic copy of this Agreement.

6.6. Access to Facilities and Equipment

Unit members may use College facilities such as classrooms and conference rooms during non-working time of employees for meetings at reasonable times pursuant to the administrative rules, policies and procedures for utilization of College facilities.

- a. The Union may contact bargaining unit members using College email addresses in a manner that does not compromise or threaten the security of College networks to advise bargaining unit members 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.

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- b. Bargaining unit members may use College equipment pursuant to the appropriate administrative rules, procedures for utilization of College equipment and materials and equipment/materials use rates, including completion of necessary College forms.

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ARTICLE 7: UNION MEMBERSHIP DUES DEDUCTIONS

The College agrees to process Union membership dues deductions as may be permitted by law from the earnings of bargaining unit employees who have signed and submitted a written authorization, using the official College form (attached as Appendix 1 to this Agreement), to the Union, and to the College. The following conditions shall apply:

7.1. Written authorizations will be submitted to the Payroll department. The deduction will start within thirty (30) working days of receipt of a valid written authorization from the Union. Only written authorizations shall be accepted. The Union agrees to furnish copies of written authorizations to the College.

7.2. Deductions will be made each pay period. There shall be no retroactive assessments or dues deductions.

7.3. The Union will notify the College in writing of the percentage amounts of deduction. Any change in the amount deducted will require thirty (30) working days written notice.

7.4. The College is in no way responsible when earnings are not adequate to enable the dues deduction. If earnings are insufficient, no deduction will be made. 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.

7.5. 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.

7.6. A bargaining unit member may stop dues deductions upon thirty (30) days written notice to the College's Payroll department and to the Union. Upon receipt of a bargaining unit member's request, the College will provide a copy of the request to the Union, and discontinue dues deductions consistent with the time frames set forth in this paragraph.

7.7. **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-Florida Public Services Union. The Union shall promptly refund to the College excess monies received under this Agreement.

7.8. The Union shall pay to the College an annual fee of \$250 for dues deduction administration.

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ARTICLE 8: BARGAINING UNIT MEMBER RIGHTS

8.1. Bargaining Unit Member Workspace

The College will provide furnished space at each campus for Bargaining Unit Members to perform work-related tasks, including meetings with students.

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ARTICLE 9: GRIEVANCE AND ARBITRATION PROCEDURE

9.1. 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

9.2. Definitions for the Grievance Procedure. The following definitions will be used for the grievance procedure in Article 9 of this Agreement.

a. Grievance – an alleged violation of the terms of this Agreement. The following, without limitation, are specifically non-grievable matters:

1. Allegations of prohibited conduct under College Policy 6Hx28:2-01 (Discrimination, Harassment and Related Misconduct) including disciplinary action imposed for violations of Title IX Sexual Misconduct under this policy
2. Allegations of improper activities or retaliation involving whistleblower(s) (Refer to College Policy 6Hx28:1-10 Policy Against Improper Activities; Whistleblower Protection)
3. Any form of discipline, including counseling or individual action plans (IAP) (Refer to College Policy 6Hx28:3E-08 Disciplinary Action.)
4. Performance review process or performance improvement plans (PIP)
5. Administrative Leave of Absence or suspension with pay
6. Interpersonal disagreements or treatment
7. Contract non-renewals or decisions pertaining to the award of continuing contracts (tenure) – Refer to College Policy 6Hx28:3F-03 (Suspension, Dismissal, Return to Annual Contract or Non-Renewal of Contracts)
8. Benefits
9. Selection or non-selection for a position
10. Current position classification or re-classification, salary schedule, or salary within schedule
11. Work assignments and work schedules that are within established job descriptions and qualifications
 - a. Assignment of work outside of the scope of the job description
 - b. Employment decisions based on operational and/or budgetary

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concerns, including and not limited to layoffs, proposed layoffs, or elimination of positions

- c. Voluntary resignation, resignation without notice, or abandonment of position as defined in College Policy 6Hx28:3F-05.2 Abandonment of Position
 - d. Requests for discipline of another employee or student
 - e. Remedies requested as part of a grievance that are outside the College's scope of authority, ability or control
 - f. Voluntary demotions or reductions in pay
 - g. Correction of overpayment
 - h. College determinations with respect to terminal pay and requests for leave
 - i. Allegations of Family and Medical Leave Act (FMLA) retaliation or violations of FMLA rights – Refer to College Policy 6Hx28: 3D-06.1 Family/Medical Leave
 - j. A matter that has been resolved using the mediation procedure
 - k. Separation from employment after the College's interactive process and determination of an employee's inability to perform the essential job functions with or without reasonable accommodation – Refer to College Policy 6Hx28: 02-02 Workplace Accommodations for Applicants and Employees
 - l. Decisions about flexible work arrangements for work locations and work schedules.
- b. Aggrieved or Grievant – any Bargaining Unit Member or the Union that files a grievance as defined in this Article.
 - c. 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.
 - d. Respondent – the College or the appropriate Administrative official.
 - e. Vice President – Vice President of the division in which the grievance originates, usually Vice President of Academic Affairs.

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f. President – College President

9.3. The Union has the right to represent or to not represent a Bargaining Unit Member, if requested by the Bargaining Unit Member, and/or be present with the express consent of the Bargaining Unit Member at any step of the Grievance Procedure, whether or not the Union is representing the Bargaining Unit Member in the process.

9.4. The investigation or processing of grievances shall not interfere with normal work responsibilities.

9.5. **Grievance Procedure:**

Step 1 – Informal Discussion. A grievant shall first try to resolve the issue by discussing the grievance with his or her immediate supervisor, either directly or through the Union's designated representative, within ten (10) days from when the grievant knew or should have known of the events giving rise to the grievance. The supervisor will render a verbal decision to the Bargaining Unit Member within fifteen (15) days from the date the first discussion was held. In the event the supervisor is not available during the ten (10) days following the alleged violation, the Bargaining Unit Member will meet with the acting supervisor and express their intent to pursue the informal discussion procedure.

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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 ten (10) days after the discussion in Step 1, the grievant may file the grievance in writing to the Dean or the supervisor, with a copy to the Union and Human Resources 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, Office of Policy and General Counsel, and Human Resources, with redactions as may be appropriate.

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 next level Supervisor with a copy to the Union and the Office of Policy and General Counsel. Within ten (10) days after receiving the Step 3 written grievance, a meeting may be scheduled 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, Office of Policy and General Counsel, and Human Resources.

9.6. Time Limits.

- a. All time limits shall be interpreted as 5:00 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 efforts 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 9.5 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.

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

9.8. Arbitration Procedure

- a. **Purpose and Conditions of the Arbitration Procedure.** If the Union is not satisfied with the final decision of the formal grievance process, the Union may 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. 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. **Selection of Arbitrator.** Within twenty (20) days of receipt by the President of the request for arbitration, the parties shall each confer to attempt to mutually agree on an arbitrator. In the event the parties cannot mutually agree to an arbitrator, the grieving party shall 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 grieving party shall strike from the list first.
- c. 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.
- d. Either party has the right to reject a panel one time and request a new panel.
- e. **Hearing before the Arbitrator.** The arbitrator shall arrange for any hearing he or she deems necessary as soon as practical after being notified of their selection. Each party shall have the right to present evidence, 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 submitted by the grievant or the Union. 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 the College 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

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determines that the Agreement has been violated, the arbitrator shall provide for an appropriate remedy.

- ii. Neither party shall present any evidence regarding offers of settlement or compromise of the grievance.
- g. **Disposition.** The arbitrator shall render a decision in writing stating the reasons underlying the decision 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.
- 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, written agreement, 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).
- k. **Fees and Expenses of Arbitrator.** The parties shall share equally the cost of the arbitrator. Each party otherwise shall be responsible for its own costs, fees, and witness expenses related to the grievance and arbitration.

9.9. **Files.** Grievance materials may be maintained 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.

9.10. **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 Bargaining Unit Member, as a result of a pending grievance, receive compensation following cessation of employment.

9.11. **Election of Remedies.** The commencement of a legal proceeding against the College or any managerial employee of the College or any member of the Board of Trustees in a court of law or equity, or before the Florida Public Employees Relations Commission, or any other local, state or federal agency, by SEIU or any Bargaining Unit Member, alleging violation or violations of this Agreement, shall be deemed a waiver by said Bargaining Unit Member(s) or SEIU of the ability to

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

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ARTICLE 11 - WAGES

11.1. Effective upon ratification of this Agreement by both parties, all bargaining unit members shall be given a 4.0% increase in base pay.

11.2. All future increases, if any, shall be subject to negotiations by the parties.

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ARTICLE 13- FULL-TIME FACULTY AND INSTRUCTOR POSITIONS

13.1 Open full-time faculty and full-time instructor positions shall be posted in accordance with College policy. A Bargaining Unit Member who applies for an advertised position and meets the minimum requirements for such position may be offered a first-round interview, in accordance with the applicable procedure as determined by the College.

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ARTICLE 14- COMMITTEE SERVICE BY COLLEGE REQUEST

Bargaining unit members requested by the College to serve on committees or to advise a student club or organization shall be compensated for such service at a rate that is discussed and agreed upon by the College and the Bargaining Unit Member. Such payments shall be included in the Bargaining Unit Member's regular paycheck.

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ARTICLE 16- MANAGEMENT RIGHTS

16.1 Retention of Management Rights

The College 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 expressly 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 instructors 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 and instructors;
- 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, intellectual property networks, 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 and implement the methods of raising and using revenue; including without limitation and federal appropriations, grants and donations.
- m. To take action on any matter in the event of an emergency;
- n. To schedule classes and to assign faculty and instructors 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.

16.2 Implementation and Exercise of Management Rights

The College shall follow its policies for changes to its Board level policies. 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 impact bargain 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

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bargaining shall proceed within ten (10) days of request. The College may implement any such changes prior to the exhaustion of the impasse procedure.

16.3 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, pandemics, or other catastrophes, the provisions of this Agreement may be suspended by the College President during the time of the one or more emergency. The College will notify the Union Office as soon as practical.

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ARTICLE 17 ACCESS TO PROFESSIONAL DEVELOPMENT-

The College will continue to provide access to professional development opportunities and may provide additional opportunities as deemed appropriate by the College.

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ARTICLE 18 - WAIVER

Except as specifically set forth elsewhere in this Agreement, the parties may mutually agree upon any method for achieving goals or for resolution of any question, controversy, claim or matter of difference regarding this Agreement or the performance or breach of any part thereof. Failure of either party to require performance by the other party of any condition of this Agreement shall not affect the requirements of the parties to perform at any time thereafter, nor shall the waiver of any alleged breach of a term or condition of this Agreement be a waiver of said term or condition thereafter.

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ARTICLE 19: 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 renegotiate in good faith the provisions affected by any such judgment or law.

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ARTICLE 20: DURATION

20.1 This Agreement shall become effective when ratified by the employees in the bargaining unit and by the College. This Agreement shall continue in full force and effect for one (1) year from ratification.

20.2 Upon written notice by either party at least 150 days prior to the termination date of this Agreement that the party wishes to terminate the agreement for the purpose of negotiating a successor Agreement, negotiations shall begin no later than September 1, 2023.

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