

Memorandum of Understanding Between the Lake-Sumter State  
College District Board of Trustees and the United Faculty of  
Florida – Lake- Sumter State College

**Subject: Implementation of Prior Tentative Agreements**

The Lake-Sumter State College District Board of Trustees (LSSC) and the United Faculty of Florida – Lake-Sumter State College (UFF-LSSC) agree as follows:

1. LSSC and UFF-LSSC agree that all tentative agreements reached by the parties as of August 15, 2022 are to be implemented effective as of the 2022-2023 Academic Year, pending a final agreement on a full collective bargaining agreement. Nothing in this Memorandum of Understanding shall be construed as prohibiting either party from making proposals and negotiating over any tentative agreement as part of the parties' continuing negotiations toward a complete agreement.



Chief Negotiator – LSSC

8-16-22

Date



Chief Negotiator – UFF LSSC

8-16-2022

Date

## ARTICLE 1 RECOGNITION

The Board of Trustees of Lake-Sumter State College, hereinafter referred to as “the College,” recognizes the United Faculty of Florida, hereinafter referred to as “the Union,” as the exclusive collective bargaining representative for those faculty positions certified by the Public Employee Relations Commission Certification No. 1943, issued October 18, 2018. The Union recognizes the College President as authorized representative of the College for purposes of collective bargaining and the resolution of grievances and disputes. As such, the Union agrees to refrain from negotiating directly with the Board of Trustees as to collective bargaining or the handling of grievances and disputes. The Board agrees not to negotiate with or otherwise recognize any organization purporting to represent employees of this bargaining unit for purposes of collective bargaining other than the Union.

  
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Chief Negotiator – LSSC

8-16-22  
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Date




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Chief Negotiator – UFF LSSC


8-16-2022  
\_\_\_\_\_  
Date

## ARTICLE 3.2 SUPREMACY AND SEVERABILITY

- Section 1.** This Agreement shall supersede any prior agreements between the parties and any rules, regulations, policies, practices, or procedures with which it may conflict.
- Section 2.** If this Agreement or any of its terms is determined by a court of competent jurisdiction to be in conflict with applicable law, that portion of this Agreement shall be null and void, but the remainder of this Agreement shall remain in full force and effect.
- Section 3.** At the request of either party, should any Article of this Agreement be rendered invalid as described above, it shall be renegotiated in accordance Chapter 447 of the Florida Statutes.
- Section 4.** The parties shall comply with all federal, state and local laws/ordinances, including the Florida Administrative Code, and shall comply with the U.S. and Florida Constitutions, provided that alleged violations of this subsection shall not be subject to the grievance and arbitration provisions of the Agreement unless the alleged non-compliance violates an express term or condition of any other article of this Agreement.

  
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For the College

4-29-2021

  
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For the Union

2022/02/27

**ARTICLE 3.3**

**NON-ASSIGNMENT**

ESM

~~Board~~ Employer

The rights, duties, and obligations of the College and the Union included in this Agreement shall not be assigned or transferred without the written consent of both parties.

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UFF

TA

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LSSC

6/3/19



#### **ARTICLE 3.4      WAIVER**

Failure of either party to require strict performance by the other party of any provision of this Agreement shall not affect the requirement to comply with that provision at any other time, nor shall the waiver of a breach of any provision of this Agreement be construed as a waiver of an alleged breach of that provision at any other time.

  
For the College

5-22-2024  
Date

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For the Union

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Date


Article 3.5 Non-Discrimination

A. All references in this Agreement to employees of either gender are used for convenience only and shall be construed to include employees of any gender.

B. The right of the employees to belong to, participate in, or refrain from belonging to the Union shall not be prohibited, abridged, or subjected to interference. The College shall not discriminate against any employee covered by this Agreement on account of Union membership or activity in support of the Union.

C. Neither the Union nor the Employer will discriminate against bargaining unit employees based on race, color, religion, national origin, sex, age, disability, marital status, veteran status, economic status, sexual orientation, gender identity, genetic information or political affiliation.

Any employee who contends that this section has been violated may elect to pursue either (1) a grievance under this Agreement, or (2) the applicable administrative charge and/or judicial action, but not both. In the event either a grievance or administrative/judicial action has been initiated, the Union and employee are precluded from pursuing any other remedy or procedure, regardless of the outcome of the proceeding initially elected. However, such filing shall not be deemed a waiver of the right of other members of the bargaining unit, or of the Union on their behalf, to file such a grievance, provided that any bargaining unit member who has filed administrative charges or judicial action shall be precluded from receiving any relief recovered as a result of a grievance filed by another member or by the Union. *← common*


 10-30-19  
For the College

 10-30-19  
For the Union

Date:

**ARTICLE 3.6      CONTRACT DISTRIBUTION**

The College will publish an electronic version of the Agreement on its website.

 5-2-2021  
For the College      Date

\_\_\_\_\_  
For the Union      Date

# ARTICLE 8

## ARTICLE 5 GRIEVANCE AND ARBITRATION

Section 1: 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 and at as low a level as possible. In order to achieve this, the Union and the Administration shall make available to one another all known relevant facts so as to enable the parties to resolve grievances and maintain harmony within the College environment.

Section 2: For purposes of this Agreement, a grievance is defined as an alleged violation or dispute involving the interpretation or application of the terms of a specific article of this Agreement, excluding any provision expressly excluded from forming the basis of a grievance.

Section 3: For purposes of this article, "days" shall mean working days: Monday through Friday when classes are regularly scheduled to meet in accordance with the Board-approved College calendar.


Section 4: The time limits in this article may be modified by written agreement of the parties. The time limits in this article shall be strictly observed by all parties. The failure by an aggrieved employee to submit, process, or advance the grievance within the time limits set forth in this article shall constitute the waiver of the grievance and result in its dismissal without further right or review or arbitration. Failure by the College or its administrators to timely meet with and issue a written decision at any step shall automatically be considered a denial of the grievance as of the last date for issuing the decision at the applicable step and shall trigger the employee and/or the Union's time for advancing the grievance to the next step, if desired.


Section 5: Grievances shall be resolved in accordance with the following procedure:

**Step 1:** The aggrieved employee or employees shall submit the grievance in writing to the employee's Academic Dean and the Human Resources Department. The grievance must be submitted within twenty days of the alleged violation.

The written grievance must include the following information:

- A. A statement of the grievance and the facts involved.
- B. The remedy requested. The remedy requested may not be expanded at later steps in the grievance process and, if arbitrated, the arbitrator shall not have the authority to provide any remedy not sought in the initial grievance.
- C. The specific article and, if applicable, section number of this Agreement alleged to have been violated. No provision of this Agreement which is

  
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For the College

  
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For the Union



expressly excluded from the grievance procedure may be included as the basis of a grievance or a request for arbitration.

Within 10 days of the submission of the grievance, the Dean will meet with the employee and/or Union representative in an attempt to resolve the issue. Within 10 days of the meeting, the Dean will issue a written decision.

**Step 2:** If the aggrieved employee or employees is/are dissatisfied with the Dean's resolution of the grievance at Step 1, the aggrieved employee(s) may submit the grievance for resolution to the Vice President of Academic Affairs and the Human Resources Department by submitting a written request to advance the grievance to Step 2 within 10 days of the aggrieved employee's receipt of the Step 1 resolution decision. Within 10 days of the Step 2 submission, the Vice President of Academic Affairs will meet with the employee(s) and attempt to resolve the grievance. Either party may invite a representative to the meeting. Within 10 days of the meeting, the Vice President of Academic Affairs will issue a written decision.

**Step 3:** If the aggrieved employee or employees is/are dissatisfied with the Vice President of Academic Affairs resolution of the grievance at Step 2, the aggrieved employee(s) may submit the grievance for resolution to the College President and the Human Resources Department by submitting a written request to advance the grievance to Step 3 within 10 days of the aggrieved employee's receipt of the Step 2 resolution decision. The President will evaluate the grievance and, within 10 days, either issue a written response to the grievant or convene a panel to review the grievance. The panel will review the grievance and issue a recommendation to the President for resolution of the grievance. The Panel shall be comprised of two Union-appointed faculty and two College-appointed administrators. The Director of Human Resources or designee shall serve as chair.

The panel shall have thirty days, upon receipt of the grievance from the President, to hear the grievance and deliver a written recommendation to the President for inclusion in the grievance file. The President shall have ten days from the receipt of the panel's recommendation to issue a written response to the grievance. Should the panel be unable to render a decision by the expiration of the thirty-day time limit, the President shall issue a written response within ten days of the expiration of the thirty-day time limit.

**Step 4:** If both parties mutually agree, the matter may be submitted to voluntary mediation at any time after Step 3. A mutual agreement to submit the matter to mediation shall toll any remaining time to demand arbitration until the mediation is concluded, provided that a unilateral request to mediate shall not extend the time to demand arbitration. Mediation will be conducted by a mediator designated by the Federal Mediation and Conciliation Service (FMCS).

  
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For the College

  
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For the Union


- A. Within six (6) days following the agreement of mediation, the grievant/Association shall notify FMCS. The mediation conference shall be scheduled within 30 days and at a mutually convenient location and time.
- B. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of a grievance. Either party retains the right to declare an impasse in the mediation at any time and for any reason.
- C. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The parties' respective notes or other mediation-related documentation shall be confidential and shall not be admissible in any arbitration or any other grievance proceedings.
- D. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance solely for the purpose of statistical analysis.
- E. Resolution through such mediation shall be reduced to writing and signed by all parties to the grievance.


Section 6:

**Arbitration:** If the Union is dissatisfied with the President's resolution of the grievance, it may request that the matter be submitted to arbitration. Bargaining unit employees may not submit a grievance to arbitration, except in circumstances where the employee is not a member of the Union and the Union elects not to pursue arbitration on the employee's behalf because of that membership status. To be timely and effective, any request for arbitration must be requested in writing to the President within 10 days of the President's decision, unless extended by mutual consent.

Unless the parties mutually agree on an arbitrator to hear the grievance, within 10 days of the request for arbitration the Union will request a seven-member panel of potential arbitrators from the Federal Mediation and Conciliation Service. The Union will specifically request a Metropolitan panel of arbitrators from the Central Florida area, and all panel members must have a current Florida residence for the panel to be valid. Once the panel is received, the Union and the College shall alternate striking members from the panel until only one member remains. The party requesting arbitration shall strike first. The panel member remaining shall be the arbitrator.

The arbitrator is authorized only to decide the specific grievance submitted at Step 1 of the grievance process. The arbitrator shall in no way alter, amend or modify the terms of this Agreement. Under no circumstances may the arbitrator award any

  
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For the Union




back pay, wages, benefits, or monetary relief of any type for any period more than 45 calendar days before the date the grievance was submitted at Step 1. The burden of proof shall be on the party who filed the grievance.

To encourage the prompt and amicable resolution of grievances, no agreement or compromise of a grievance may be introduced as evidence, or relied on as precedent, in any arbitration of a subsequent grievance.


The arbitrator's fee and expenses shall be shared equally by both parties. If either party elects to have the arbitration transcribed by a court reporter, the parties agree to split the court reporter's appearance fee and transcript cost equally. Expenses associated with any witnesses, including expert witnesses, shall be borne solely by the party calling the witness. Notwithstanding any contrary provision of law, each party shall bear the cost of their own attorneys' fees and expenses. Under no circumstances will either party be ordered to pay the attorneys' fees of the opposing party.

  
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For the College


  
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For the Union

## Article 6.1 Dues Deduction

- A. The College agrees to deduct Union dues from the wages of those employees who have completed written authorization for such deductions. The parties acknowledge and agree that all employees have the unfettered right to choose to become a dues-paying union member or to refrain from doing so. The College will not deduct Union dues from the wages of any employee who exercises his or her right and chooses not to become a Union member.
- B. The employee's authorization shall continue to be in effect unless cancelled by written notice to both the Union and the College. The notice must be received by both the Union and the College at least 30 days prior to the effective date of the cancellation.
- C. The Union agrees to indemnify and hold the College harmless from any and all claims, damages, demands, attorneys' fees, or expenses related in any way to deduction of Union dues. The Union shall promptly refund to the College any excess dues received.
- D. Under no circumstances will the College be obligated to deduct from an employee's salary any Union fines, penalties, or special assessments.
- E. The College's responsibilities to deduct and remit dues shall terminate automatically on (1) decertification of the Union or the suspension or revocation of the Union's certification by the Florida Public Employees Relations Commission, or (2) revocation of the Union's deduction privilege by the Florida Public Employees Relations Commission.

  
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Negotiator - LSSC

  
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Date


  
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Negotiator - UFF

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April 24, 2022  
Date


## Article 6. Union Rights

### Section 5. Access to Information

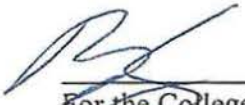
- A. The College shall furnish to the Union, upon request, any available information in its possession or custody, to the extent required by the Florida Public Records Law and not otherwise privileged or confidential under applicable law, which is pertinent to the Union's fulfillment of its role as the certified bargaining agent.
- B. To the extent that any of the information requested is available on the College's internet or intranet sites, the parties agree that the College may satisfy its obligation under this section by directing the Union to the applicable electronic location.
- C. The College agrees to furnish the Union, on request, the following items without cost after the first report:
1. The College Operating Budget approved by the Board of Trustees and any Board-approved amendments or changes thereto;
  2. The complete agenda for each regular and special meeting of the Board including all supporting documents and routine faculty personnel recommendations;
  3. The minutes of each regular and special Board meeting and Board workshop;
  4. The Annual Financial Report;
  5. A list of members of the Union's bargaining unit including the following information for each such member:
    - a) Name
    - b) Department, College e-mail address, home address, campus address and phone number

  
For the College  
3-29-2021  
Date


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For the Union  
2022/02/27  
Date

- c) Date of hire
  - d) Date of entry into the Union's bargaining unit if different from the date of hire
  - e) Effective date of continuing contract award if applicable
  - f) Degree status
  - g) Base salary
6. Where the College's Information System has the capability of automatically generating and reporting information regarding stipends, the College agrees to provide such information without cost to the Union in the same manner as it provides information in subsection 5 of this Article. If the Information System is not capable of generating and reporting that information and the Union nonetheless makes a request for it, the College will be entitled to charge the Union for the costs incurred in gathering and providing the information.
7. All College policies, procedures, and employee handbooks relevant to members of the Union's bargaining unit, student handbooks, and any amendments or changes thereto.
8. The College agrees to provide the information requested in subsection 5 of this Article within 15 working days of the Union's request. In the event that the College cannot provide the information within 15 working days, it will immediately notify the Union and discuss the reasons for any delay, the anticipated date the information can be provided, and any options for streamlining the request, the response, or the response timeline.

  
For the College  
3-29-2021  
Date

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For the Union  
2022/02/27  
Date



## College's 10-8-19 Post-Caucus Proposal

### Article 6. Union Rights

#### Section 1. Consultation with the College President

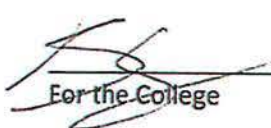

On request and by mutual agreement, the College President will meet at least once per year with the Union to consult on matters of concern at a time convenient to both parties. The Union will provide an agenda to the President in advance of the President scheduling the meeting. Unless otherwise agreed to by the President, the Union shall be limited to a maximum of four representatives at the meeting. The College President may invite appropriate representatives to address the agenda. Such meetings shall not be construed as a substitute for the collective bargaining process or the grievance procedure.

  
For the Administration

  
For the Union

## Article 6.2 Use of Facilities

- A. The College shall make available to the Union the use of College facilities on the same basis as the facilities are made available to third-party commercial organizations (e.g., Admin. Procedure 7-01 - Priority 7), provided that the Union complies with the same request and approval process applicable to third parties at the time of the request.
- B. The College shall provide the Union access to bulletin boards on each campus where members of its bargaining unit regularly perform work. The Union will furnish the College with a 3'x5' bulletin board for each campus, which the College will install on each campus in a work area determined by the College. The bulletin board will be used exclusively by the Union for the posting of notices of Union meetings and official Union business. Nothing shall be posted which contains foul or abusive language; political advertisements or endorsements; business advertisements not sponsored by the Union; personal solicitation; or any matter that is detrimental to any individuals or to the College. Pursuant to the College policy and practice on the posting of bulletin board material, a copy of any materials to be posted on the bulletin board as specified above shall be sent to the College for review and approval prior to being posted. All notices shall be signed by an authorized Union representative.

	4-28-2021 (Agreed)		2022/02/27
For the College	Date	For the Union	Date



## ARTICLE 6.2. VACATION LEAVE

- A. With the exception of full-time Librarians on a 12-month contract, bargaining unit employees do not accrue and are not entitled to paid vacation leave. Only full-time Librarians on a 12-month contract are eligible to accrue and use Vacation Leave. Full-time Librarians on 12-month contracts shall have completed 3 months of service before becoming eligible to use accumulated Vacation Leave. In extenuating circumstances, the President/Senior Administrator (who reports directly to the President) may approve a faculty member using his/her accumulated Vacation Leave prior to completing the three (3) months of service.
- B. Vacation Leave must be scheduled so that there will be minimum disruption to the operation of the College and each department. Vacation time shall be submitted by the Librarians at least ten (10) days prior to the first vacation day and approved by the supervisor at least five (5) working days prior to the first vacation day
- C. Full-time Librarians employed on a 12-month contract basis are entitled to accrue vacation leave as follows:
1. For the first five (5) years of employment, 3.75 hours per pay period (one (1) day per month).
  2. For six (6) through ten (10) years of service, 4.69 hours per pay period (one and one-fourth (1¼) days per month).
  3. For more than ten (10) years of service, 5.63 hours per pay period (one and one-half (1½) days per month).
  4. Years of verified full-time employment at other Florida College System institutions will be used to compute vacation leave by adjusting the employee's creditable leave date.
  5. Vacation will not accrue when an employee is in an unpaid leave status.
- D. Full-time faculty previously ineligible for vacation leave that change to 12-month Librarian status will receive credit for all years of service in any Florida College System institution, the total of which shall be used to determine their vacation accrual rate.
- E. Employees may not carry over more than 60 days (or 450 hours) of Vacation Leave to the following calendar year. Vacation days above sixty (60) not taken by December 31<sup>st</sup> shall be forfeited. The employee's Vice President, with approval by the President, may grant a 5 day (37.5 hour) pay out of hours in January in the form of a one-time salary supplement to faculty whose workload prevented them from taking vacation leave during the previous calendar year. Employees are expected to manage their vacation usage and accrual accounts to ensure that no more than 60 days (or 450 hours) exist in their account.
- F. A Librarian who changes to a less than 12-month position, such as a 9-month instructional

Emily McCann 9/16/20  
For the Union Date

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[Signature] 8-4-2020  
For Administration Date

faculty position, thus becoming ineligible for vacation leave, shall be paid for a maximum of 44 days of accumulated vacation leave.

- G. In the case of death, all authorized accumulated leave shall be paid to the Librarian's beneficiary or estate.
- H. Upon termination of employment from the College, Librarians shall be paid for unused vacation leave in accordance with the college terminal pay policy.
- I. Librarians may request a hardship payout of accrued vacation due to a significant, disruptive financial circumstance. The maximum request is one half (1/2) of the employee's accrued vacation leave balance, not to exceed 150 hours. A minimum of 3 years of full-time service is required. Employees seeking a hardship vacation payout must submit a brief statement to Human Resources describing the reason for the request and the number of hours or days for payout. Human Resources will review the request, verify the available leave balance, and submit request for approval to the President. Human Resources will notify the employee of the final decision. Hardship payouts are limited to every 3 years.

Emily McCann      8/28/20  
For the Union      Date


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[Signature]      8-4-2020  
For Administration      Date



### ARTICLE 6.3. SICK/PERSONAL LEAVE

- A. Sick leave may be used when a faculty member cannot perform his or her duties because of personal illness/injury or the illness/injury of a close family member or a member of the faculty member's household. Faculty may take up to 4 days from their allocated sick leave days for personal reasons each fiscal year (July 1 - June 30). Personal leave cannot be accumulated, and unused days cannot be carried over to the next year as personal days. Used personal leave is charged to sick leave.
- B. Sick leave may also be used for bereavement leave of an immediate or other family member. Bereavement leave may be taken within 30 days of the death or funeral of immediate or other family members. A faculty member may take a maximum of 3 days from their allocated sick leave days for bereavement leave. Used bereavement leave is charged to sick leave. For purposes of this paragraph, immediate or other family members are defined as spouse, registered same-sex partner, child/stepchild, parent/stepparent, brother/stepbrother, sister/stepsister, grandparent, great-grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, or uncle/aunt.
- C. Full-time faculty members employed on a 12-month basis shall earn 3.75 hours each pay period each month (i.e. 1 day sick leave per calendar month). Full-time faculty members who are not employed on a 12-month basis shall earn 3.50 hours each pay period each month (i.e., 1 day sick leave per calendar month while on contract).
- D. Sick time will not accrue when the employee is on a sick leave because of personal illness or injury and is being compensated from the Sick Leave Pool.
- E. Sick time will not accrue when an employee is in an unpaid leave status.
- F. All accumulated sick leave will carry over from year to year.
- G. New faculty members at Lake-Sumter State College who have transferred from another Florida College System institution, the Department of Education, the State University System, a Florida District school board, or a state agency may transfer unused sick leave provided the employee requests to do so in writing. The transferred accumulated sick leave will accrue at 1 day per calendar month of employment at LSSC.
- H. A faculty member requesting to use sick leave will notify his or her immediate supervisor prior to the beginning of the day of absence and per departmental call-in standards. A Leave Request Form shall be completed and given to the supervisor immediately upon the employee's return to work. The employee's supervisor may request a written doctor's note during the leave if leave time extends beyond 3 days. A faculty member who takes sick leave for a medical procedure, or for reasons which may qualify as FMLA leave, must provide certification to the Human Resources Department from his/her physician prior to resuming work.

 10-21-2020  
For the College Date

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Cristal Cruz 11-16-20  
For the Union Date

**ARTICLE 6.4. HOLIDAYS AND OTHER PAID NON-DUTY DAYS**

- A. All full-time faculty in ~~twelve (12)~~-month contract positions shall observe holidays and other paid non-duty days as approved by the Board of Trustees.
- B. To be eligible to be paid for Holiday and Paid Non-Duty days, an employee must work, or be on approved leave (other than workers' compensation leave), the day before and the day after the Holiday or Paid Non-Duty Day.
- C. Holiday pay hours do not accrue.
- A-D. Employees on workers' compensation leave and receiving workers' compensation salary indemnification payments are not entitled to holiday pay or paid non-duty days.

1-31-20

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1/31/20


#### Section 6.4. Access to Faculty

If the College conducts a campus-wide or College-wide orientation for newly employed faculty, the Union may provide a packet of information for the College to distribute with orientation materials, provided that the information is consistent with the College's mission; contains accurate information; is not critical or derogatory toward the College, the District Board of Trustees, or College Administration; does not contain political advertisements or endorsements; and contains neither business advertisements not sponsored by the Union nor personal solicitation. The College will notify the Union of the date of such orientation and number of participants not less than two weeks prior to the orientation.

  
For the College

3-29-04

Date

  
For the Union

2022/02/27

Date

## ARTICLE 6.5. ILLNESS/INJURY IN THE LINE OF DUTY LEAVE

Bargaining unit employees will be entitled to workers' compensation leave and benefits in accordance with Chapter 440 of the Florida Statutes, provided that alleged violations of Chapter 440 shall not be subject to arbitration but may be contested in accordance with applicable statutory provisions.

  
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Negotiator – LSSC

4-28-2022  
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Date

  
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Negotiator – UFF

4/28/2022  
\_\_\_\_\_  
Date



## ARTICLE 6.6. SICK POOL LEAVE

- A. As employees, faculty may elect to join the Sick Leave Pool twice a year during open enrollment dates established by the Benefits Office.
- B. To initially join the Sick Leave Pool, each eligible employee must contribute 3 sick leave days, which will be deducted from the employee's personally accrued sick leave balance.
- C. Once a member of the Sick Leave Pool, no contributions are necessary except when the pool drops below 50% of its maximum number of days; at that time, each member will be required to contribute 1 additional day. The maximum number of Sick Leave Pool days is equal to the number of participants multiplied by 3.
- D. A participating employee must first exhaust all personally-accrued sick leave, vacation leave, and non-duty days and be out of work at least 7 days prior to requesting Sick Leave Pool days. Sick Leave Pool may only be used on an intermittent basis where approved by Administration for extenuating circumstances. A participating employee may request and use a maximum of 60 Sick Leave Pool days in any 12 month period with no more than 120 days within a 3-year period of time. All Sick Leave Pool time will run concurrent with leave taken under the federal Family and Medical Leave Act.
- E. The employee submits a Sick Leave Pool Request Form to the Benefits Office. The written request must indicate that the employee has notified his or her supervisor of the request. The employee must also submit the Family and Medical Leave Physician's Certification form along with the Request.
- F. All sick leave drawn from the Sick Leave Pool shall be used only for the employee's personal catastrophic and extended illness or injury. Family illness, cosmetic or elective surgery, worker compensation, and parental leave are excluded from Sick Leave Pool usage.
- G. A participating employee may use Sick Leave Pool days in accordance with the number of annual days worked; i.e. Sick Leave Pool days may not be used for non-duty days or off-contract days.
- H. The Benefits Office administers the Sick Leave Pool, and the Executive Director of Human Resources shall be responsible for approving the utilization of the Sick Leave Pool based on the availability of days.
- I. The Human Resources Department shall be responsible for the investigation of alleged abuse of the Sick Leave Pool. Where an investigation results in a finding of abuse, the employee shall repay any days wrongfully withdrawn from the Sick Leave Pool and shall be subject to disciplinary action.

  
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For the College

10-21-2020  
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Date

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Cristal Cruz 11-16-20  
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For the Union Date

- For the College 10-21-2020 Date

Cristal Cruz 11-16-20

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For the Union \_\_\_\_\_ Date \_\_\_\_\_

## ARTICLE 6.7. FAMILY AND MEDICAL LEAVE ACT

In accordance with the Federal Family and Medical Leave Act (FMLA) the College offers to eligible employees up to a maximum of 12 weeks of unpaid family and medical leave (or up to a maximum 26 weeks in the case of leave to care for a military servicemember) in each 12-month period, subject to the terms and conditions of the Federal Law, the Rules and Regulations promulgated under the Federal Law, the Rules of the Board of Trustees of the College, and LSSC Administrative Procedure 5-31.

- A. Under the Family and Medical Leave Act employees with a qualifying reason who have worked for the College for a total of twelve (12) months and have worked 1,250 hours with the year preceding commencement of the leave are entitled to take within any twelve (12) month period:
1. up to twelve (12) weeks of unpaid family/medical leave and/or qualifying exigency  
military leave ("Military Exigency Leave")
  2. up to twenty-six (26) weeks of military family leave to care for a family member or veteran with medical conditions related to such service.
- B. Employees are required to use paid leave as appropriate (i.e. sick leave, sick leave pool, and, for Librarians, vacation leave) prior to using unpaid leave. Both paid and unpaid leave are counted against the twelve (12) week Family and Medical Leave Entitlement, the twenty-six (26) week Military Caregiver Leave, and twelve (12) week Military Exigency Leave. Employees will continue to accrue paid leave while on FMLA Leave provided they receive at least 50% pay during each bi-weekly pay period while on leave.

In the event the Union or any employee contends that this Article has been violated, the Union/employee may elect to pursue either (1) a grievance under this Agreement, or (2) the applicable administrative charge and/or judicial action, but not both. Once either a grievance or administrative/judicial action has been initiated, the Union and employee are precluded from pursuing any other remedy or procedure, regardless of the outcome of the proceeding initially elected. However, such filing shall not be deemed a waiver of the right of other members of the bargaining unit, or of the Union on their behalf, to file such a grievance; provided that any bargaining unit member who has filed administrative charges or judicial action shall be precluded from receiving any relief recovered as a result of a grievance filed by another member or by the Union.

  
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## ARTICLE 6.9. MILITARY LEAVE

~~Military Leave shall be granted to Faculty who are ordered to federal or state military duty training, including the National Guard. The first thirty (30) days of such leave shall be paid leave. Leave used beyond the thirty (30) days shall be without pay.~~

### A. Leave for Active Military Service:

For employees who are members of the U.S. Armed Forces Reserves or the National Guard and who are ordered to active military service, the first 30 calendar days of such leave will be without loss of pay. The College will continue to pay its share of any health insurance coverage for up to 30 days of military leave. Leaves for active military service in excess of 30 days will be without pay, although employees may elect, at their option, to use any accrued unused vacation or sick leave.

Employees are required to provide as much advanced notice as possible of the need for military leave unless giving notice is impossible or precluded by military necessity.

Reinstatement or re-employment by the College following a period of active military service will be granted as follows:

1. If discharged from the military, the employee must have received an honorable discharge.
2. The employee's military leave from the College did not cumulatively exceed five years.
3. The employee reported back to work or applied for reinstatement: (a) within 90 days after release from military service lasting more than 180 days; (b) within 14 days after release from military service lasting between 31 and 180 days; or, (c) on the next regularly scheduled workday following release from military service of less than 31 days.

### B. Leave for Reserve or Guard Training:

Employee who are members of the Reserve or National Guard will be granted a military leave of absence for all time in which he or she is ordered to engage in reserve training. Employees must give his or her supervisor as much advance notice as possible of the need to take leave for reserve training. Up to 240 hours per year for Reserve or Guard training shall be paid leave. Any training hours required in excess of 240 hours per year shall be without pay.

### C. Leave for Named Event or Declared Emergency:

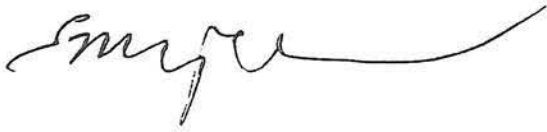
A military leave of absence will also be granted to any employee who is a member of the Florida National Guard and is called to active state duty for a named event or an officially-declared

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emergency or disaster pursuant to Florida Statutes, Section 250.48. Official orders for any such service shall be presented to an employee's immediate supervisor. Leave under this section shall be with pay for the first 30 days of the named event or emergency, and thereafter shall be without pay.

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ARTICLE 6.10. COURT-RELATED LEAVE

A. Court-related leave is leave with pay, and it is used when a faculty member is on jury duty or subpoenaed as a witness in a court proceeding on behalf of the College. When not involved in litigation on behalf of the College, a faculty member serving as a witness for a court proceeding will not be paid but may keep any fees earned.

B. If a Faculty member is involved in a court proceeding on behalf of the College, the faculty member is on duty, and all fees shall be relinquished to the College. In order to receive Jury/Court Duty Pay pay under this Article, a faculty member must attach a copy of his or her jury summons/court summons with his or her time sheet and/or Monthly Leave Summary even if he or she is not selected to be on the jury or as a witness.

B-C. Pay for jury service will be limited to a maximum of 2 weeks per year. o/s

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### ARTICLE 6.11. DOMESTIC-VIOLENCE-RELATED LEAVE

- A. Faculty members with <sup>ok</sup> ~~three~~ (3) months or more of service may be granted up to <sup>ok</sup> ~~three~~ (3) days of unpaid leave in any 12-month period—per Florida State Statute 741.313—if the faculty member or a family or household member of a faculty member is the victim of domestic violence.
- B. If appropriate, a faculty member may elect to use sick, personal, or vacation leave. Leave may be used for any of the following purposes:
1. Seeking an injunction for protection against domestic violence or an injunction for protection in case of repeat violence, dating violence, or sexual violence.
  2. Obtaining medical care and/or mental health counseling for the Faculty member or a family or household member to address physical or psychological injuries resulting from the act of domestic violence.
  3. Obtaining services from a victim services organization including but not limited to a domestic violence shelter/program or a rape crisis center as a result of the act of domestic violence.
  4. Making the faculty member's home secure from the perpetrator of the domestic violence or seeking new housing to escape the perpetrator.
  5. Seeking legal assistance in addressing issues arising from the act of domestic violence or attending and preparing for court-related proceedings arising from the act of domestic violence.
- C. A "family or household member" is defined as a spouse, former spouse, person related by blood or marriage, person who is presently residing with the faculty member as if a family or who has resided with the Faculty member in the past as if a family, or a person who is a parent of a child in common regardless of whether or not this person and the Faculty member have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.
- D. <sup>ok</sup> Except in cases of imminent danger to the health or safety of the faculty member or family or household member, the faculty member must provide appropriate advance notice of at least ~~three~~ (3) days of the need for leave along with sufficient documentation of the act of domestic violence. This documentation may include copies of restraining orders, police reports, orders to appear in court, etc. and should be submitted to the HR Director.
- E. All requests and documentation relating to domestic violence leave will be kept confidential and will not be included in the Faculty member's personnel file. Faculty members should contact the Assistant Director of Human Resources or the Executive Director of Human Resources for guidance.

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For the College

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**ARTICLE 6.12. PROFESSIONAL LEAVE (TEMPORARY DUTY)**

Professional leave, or temporary duty, is a temporary assignment used for providing educational services, attending meetings and workshops, etc., for the benefit of the College, as approved in advance by the faculty member's immediate supervisor. The faculty member requesting temporary duty must submit a Travel Authorization and Expense Reimbursement Form prior to the first day of travel and/or according to College policy.

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### **Section 6.13      Sabbatical Leave**


Sabbatical Leave is leave granted primarily for the professional advancement of qualified employees and for the benefit of the College. In order to be eligible to receive sabbatical leave, a faculty member must hold a regular full-time College-funded position and must have completed at least five (5) years of continuous, full-time employment with the College and have received two (2) years of satisfactory performance reviews prior to the deadline for submitting an application for leave.


#### **A. Conditions for Application**

1. No more than one new sabbatical leave recipient for the college shall be permitted leave for each semester.
2. A Sabbatical leave shall not exceed the faculty member's contract period. No application for a period less than one semester (Fall, Spring, or Summer) or for a period longer than all three semesters will be considered.

#### **B. Application Process**

1. Completed and approved applications must be submitted to Human Resources a minimum of two semesters in advance of the start of the requested semester for sabbatical leave.
2. An eligible faculty member is required to have a conversation with his or her supervisor about professional development and the purpose for requesting a sabbatical leave.
3. Upon endorsement by the supervisor, the faculty member will complete the Sabbatical Leave form and submit it to the supervisor for his or her signature. The supervisor will subsequently seek approval and obtain the appropriate

  
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department/division administrative signatures.

4. The faculty member shall be notified in writing within 10 working days if the request for the sabbatical leave has been approved or denied by the appropriate administrators. If the request is fully approved, then the last approving administrative employee will complete both of the following actions:
  - a) Notify the faculty member in writing that the request was departmentally approved.
  - b) Forward the approved application to Human Resources who shall then forward it to any appointed Sabbatical Leave Review and Recommendation Committee.
5. If a proposal for sabbatical leave is put forth by a faculty member, a Sabbatical Leave Review and Recommendation Committee comprised of three administrators and two faculty members will be appointed by the President. This committee shall be responsible for reviewing and recommending all qualified sabbatical leave applicants.
6. The President shall make the final sabbatical leave recommendations to the District Board of Trustees for approval. On behalf of the President, Human Resources will notify faculty members in writing within five days of the Board's approval all faculty members who were granted sabbatical leave.
7. The recipient of paid Sabbatical Leave shall receive a stipend of full salary for a leave granted for one term.
8. Unless the District Board of Trustees approves otherwise, the recipient of paid Sabbatical Leave shall receive a stipend of 75% of full salary for leave beyond one

  
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term. In other words, if two terms are granted to a recipient, the recipient would be entitled to 75% of salary for the 1st term and 75% of salary for the second term.

9. The recipient of a Sabbatical Leave, whether paid or unpaid, shall be entitled to receive all applicable fringe benefits (such as health insurance, etc.) to which he or she is entitled at the time such leave was granted -- regardless of the number of terms of leave granted.
10. Upon approval of a Sabbatical Leave, the following terms and conditions as defined or stated in the leave application will apply between the leave recipient and the College:
  - a) The recipient will report monthly to the President, or designee, on the progress being made during the leave.
  - b) The recipient will present to the President, or designee, a final report including College credits and grades (if applicable) and a narrative of accomplishments achieved during the leave and such other matters as are required by the President. This final report shall be made within one month of returning to duty. This final report shall be submitted to the President who shall submit it to the District Board of Trustees for final review.
  - c) The recipient of paid Sabbatical Leave will not engage in outside employment during the period of the leave, unless approved in advance and in writing by the President and the District Board of Trustees. The recipient shall also not accept a new form of employment at Lake-Sumter State College without prior written approval of the President and the District Board of Trustees. In the event the

  
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recipient is approved for a new position of employment at the College during an approved paid Sabbatical Leave, salary for all days worked will replace the Sabbatical compensation for those days, thus avoiding any overlap in compensation.

- d) The recipient of paid Sabbatical Leave shall agree to return to the College after the leave for a period of not less than two (2) contract years after the completion of the leave. The employee shall be returned at the same pay level and position that the recipient held prior to the leave, subject to being afforded any applicable salary increases provided by the College during the leave. This clause shall not be construed to guarantee employment of the recipient for any specific duration or to prohibit termination of the employee as provided in other rules of the College.
- e) In the event any of the terms and conditions of the application are violated, the faculty member may be required to repay all funds received from the College during the period of the leave.

  
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#### ARTICLE 6.14. ADMINISTRATIVE ASSIGNMENT LEAVE OF ABSENCE

- A. A continuing contract employee, who has accepted annual employment outside of his or her faculty contract status, may be granted an Administrative Leave of Absence that provides for the return of the employee to continuing contract status. The Administrative Leave of Absence from continuing contract faculty status may be granted on an annual basis.
- B. By February 1 of each year, the employee on an Administrative Leave of Absence from his or her continuing contract faculty position must choose one of the following:
- (1) Request an additional year of leave of absence from a continuing contract faculty position to serve in an Administrator position; or,
  - (2) Request to return to a continuing contract faculty position.
- C. Either request must be submitted in writing to the President. The President will acknowledge to the Administrator in writing receipt of the request and render a decision on its effective date. Once the request is approved it is irrevocable. The College will make every effort to move the Administrator back into a continuing contract faculty position as quickly as possible within a maximum of two years.
- D. Nothing contained in this Agreement grants a right of any future administrative assignment to any continuing contract faculty member who chooses to remain in administration. The decision as to whether a continuing contract faculty member voluntarily returns to the faculty within the period provided under this paragraph and thereby retains his or her continuing contract status is at the sole discretion of the faculty member.
- E. Compensation for any continuing contract faculty member who returns from Administrative Leave under Paragraph B above will be paid at the rate on the Board-approved salary schedule which the faculty member would be receiving had the faculty member not been placed on Administrative Leave.

  
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## Article VII. Reduction in Force

### Section 1. General Provisions

- A. A reduction in force ("RIF" or "layoff") is an involuntary separation of one or more employees from their employment due to a financial exigency; elimination or reduction of a program, area, discipline, or College need for the position; or any other lack of work. The parties recognize both the Administration's right under F.S. 447.209 to initiate layoffs, and the Union's right to negotiate the impact of such decisions and to file a grievance where such decisions are alleged to violate provisions of this Agreement. The parties further recognize that the interests of students, faculty, and the College are best served by cooperation between the Union and the Administration to seek alternative solutions to layoffs. These alternatives include but are not limited to natural attrition.
- B. The Administration will notify the Union not less than ninety days prior to an anticipated layoff. The notice period may be reduced in the case of unusual or unforeseen circumstances giving rise to a reduction in force and making the above notice not feasible. Following the notice, and upon request from the Union, the parties will meet in reasonable times and places to discuss the decision and negotiate any impacts.
- C. Any employee released from employment under this Article shall receive full salary and

  
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benefits guaranteed under this Agreement and be held to any rules, regulations, or policies of the Board, until the end of the current semester.

- D. No faculty shall be subject to layoff while there is an advertised vacancy in an existing full-time faculty position for which the faculty is credentialed and/or qualified and for which the College is seeking to fill. No continuing contract faculty shall be subject to layoff while there is a non-continuing contract faculty holding a full-time position for which the continuing contract faculty is credentialed and/or qualified.
- E. An employee designated to be released from employment under this Article shall receive notice at the same time that the notice of anticipated layoff is provided to the Union or as soon thereafter as the decision is made selecting the employee for layoff.

## Section 2. Layoff Considerations

- A. In the event of a layoff, the determination of which employees to retain and which employees to separate will be based on College needs and the qualifications and/or credentials of the employees in the academic unit or program affected. The following factors will be considered in this order in making this determination:
1. Program, Discipline, and Area needs
  2. Accreditation standards of appropriate agencies

  
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3. Employee qualifications and/or credentials, including possessing the credentials and/or qualifications necessary to teach in multiple disciplines
4. Employee performance as reflected in evaluations, disciplinary history, and work history
5. Employee length of employment
6. Employee service to the College

B. "Length of Employment" as described in section A, Article VII shall be calculated in terms of academic years of employment at the college in a position included in the bargaining unit. Faculty shall also receive credit for previous employment at the College in the following way:

Position	Unit of Time	Credit Given
Adjuncts (Fall 2001 or later)	36 load hours	1 academic year of employment
Full-time temporary instructor or Lecturer	Fall and Spring Semester of an academic year	1 academic year of employment
Staff	One calendar year in an area related to instruction or content area of their present position	1 academic year of employment

### Section 3. Recall

  
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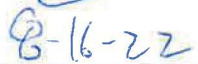
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- A. For one year following layoff, faculty members who are released from employment pursuant to this Article shall have right of first refusal to be recalled to any subsequently posted vacant comparable faculty position for which they are credentialed and qualified.
- B. Recall of laid off faculty members shall abide by the following procedures:
1. When a bargaining unit vacancy is posted, e-mail notification shall be sent to all laid off employees at their last known e-mail address, to the extent that the employee has provided the Administration with his or her personal email address.
  2. If one laid off employee applies for the comparable faculty position who is credentialed and qualified, he or she shall be offered the position.
  3. In the event there is more than one such applicant, the position shall be offered to the applicant determined by the College to be best suited for the position after considering the criteria set forth in Section 2.
  4. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of offer. The Union shall be notified of all such offers of re-employment.
  5. If the offer of re-employment is rejected or the employee does not respond to the offer in a timely manner, the laid off employee shall receive no further recall consideration under this Article.
  6. If the offer of re-employment is accepted, the laid off employee shall resume at the same rank and contract status.

  
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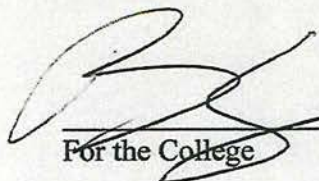
## Article VIII. Faculty Evaluation

### Section 1. General Provisions

- A. Lake-Sumter State College supports a formalized system of performance evaluation for all employees. The evaluation of the full-time Faculty shall be the responsibility of LSSC Administration and/or Program Managers.
- B. The purpose of the evaluation process is to provide feedback to employees about their work performance, encourage employee development, promote personal reflection and self-assessment, strengthen individual professional effectiveness, and assist employees and the College in planning and establishing goals. It also provides a collegial context for review of teaching purposes, strategies, and materials. Faculty shall commit to continuous improvement of teaching and student learning, and will assist the College with programmatic, local, state, and federal compliance.
- C. No member of the UFF-LSSC-Faculty bargaining unit shall be assigned to conduct an annual faculty evaluation of another member of the UFF-LSSC-Faculty bargaining unit, provided that this provision shall not preclude a member of the bargaining unit from conducting and documenting a peer coaching observation session.
- D. Timeline. Annual faculty evaluations will be completed by the end of February. Faculty members will complete the employee components of the evaluation process no later than January 15<sup>th</sup> each year. A mid-year check-in may be required at the discretion of the supervisor. The faculty member may bring union representation to this mid-year meeting.
- E. Evaluations will be electronic in form and format specified by the College and consistent with this agreement.

  
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- F. The factual content of a faculty member's evaluation must be supported by credible evidence. Information sources for completing the performance appraisal instrument include required submissions of syllabi, student evaluations, professional development activities, participation as a member of the academic division, participation as a member of various forums (College committees, professional organizations, educational groups), and other relevant, objective information.

## Section 2. Components of Faculty Evaluations

### A. Evaluation Criteria

1. All faculty who are on continuing contract or on the continuing contract track will be evaluated annually on the following areas:


- a) General Duties
- b) Instructional Observation
- c) Student Evaluations
- d) Service to the College and Community
- e) Professional Development
- f) Goals

2. All lecturers shall be evaluated annually on the following areas:


- a) General Duties
- b) Instructional Observation
- c) Student Evaluations

### B. Instructional Observation

1. Scheduled Observations. The College will conduct at least one scheduled observation

  
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per year (or at least every three years for continuing contract faculty) , with such observation to be conducted with at least one week's written notice to the faculty member. The observation shall be at least one contact hour in duration. The observation should ideally occur during a class session where active learning and student participation is expected. Faculty teaching distance learning course(s) will provide the Supervisor or Academic Administrator with observer-level access to their course(s) upon request for observation purposes.

2. Faculty and Lecturers on annual contract. All annual contract faculty and lecturers will receive an instructional observation by the employee's supervisor, or designee, each year.


3. Faculty on Continuing Contract. The supervisor or academic administrator will observe each continuing contract faculty member at least once every three years.

4. Notwithstanding, nothing in this Agreement shall preclude the College from conducting any additional unscheduled observations at any time and for any reason, without advance notice to the faculty member.


C. Meetings for Bargaining Unit Members on Annual Contract. Bargaining Unit members on annual contract will meet with their supervisor or academic administrator at least twice per year: once for an instructional observation debriefing and once for their Annual Faculty Performance Evaluation.

D. Student Evaluations. The Faculty member will be provided access to their compiled student evaluations by the beginning of the following semester. The student evaluations are to be utilized by the faculty member for improvements in their performance.

E. Annual Faculty Performance Evaluation. The supervisor or academic administrator will

  
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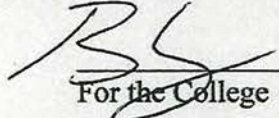
review the completed annual faculty performance evaluation with the faculty member identifying exceptional performance, successful performance, and areas where development is needed. Following this review, the Annual Faculty Performance Evaluation will be signed by the faculty member and the faculty member's supervisor, indicating that all individuals have reviewed and discussed the content and that the faculty member has had the opportunity to respond in writing to the performance appraisal. As a final step, the Annual Faculty Performance Evaluation will be reviewed and signed by the next level supervisor.

### Section 3. Limited Improvement Plan and Performance Improvement Plan

- A. **Limited Improvement Plan.** Faculty who receive an overall satisfactory evaluation but whose evaluation indicates an area in need of improvement may be placed on a Limited Improvement Plan. However, faculty who receive an overall satisfactory rating shall not be subject to loss of continuing contract, termination, non-renewal of contract or other disciplinary action for failing to successfully complete a first Limited Improvement Plan on a given performance concern. Faculty who fail to successfully complete the terms of a Limited Improvement Plan shall be placed on a Performance Improvement Plan, subject to the rights and timelines described in B-E of this section and this article of the contract.
- B. **Performance Improvement Plan.** The supervisor will communicate with the bargaining unit member regarding areas in need of improvement noted on an unsatisfactory evaluation and shall create a performance improvement plan to address areas where development is needed. The preceding sentence does not prevent a supervisor from making suggestions and offering advice on any appropriate element of a faculty member's performance, regardless of appraised score. A faculty member shall have the right to have a Union

  
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representative present during this review meeting or when the faculty member is being placed on formal notice of deficiencies in their professional performance and for any subsequent meeting during which progress or completion of the improvement plan is discussed.

- B. The bargaining unit member's supervisor shall ensure the following is documented: notification to the bargaining unit member if deficiencies exist that require(s) correction; an explanation of any deficiencies as noted; the expected improvement; and a description of how that improvement will be measured.
- C. In collaboration with the employee, the supervisor will provide written recommendations to enable the bargaining unit member to achieve the expected improvement and establish a reasonable timeframe during which the bargaining unit member is expected to demonstrate improvements not less than four working weeks in length and not greater than one semester in length. For any bargaining unit member who receives an overall rating of unsatisfactory, the supervisor will collaborate with the faculty member in the development of a performance improvement plan to identify any deficiencies and provide suggestions, professional development opportunities, or otherwise assist the bargaining unit member with any necessary correction.
- D. The supervisor will meet to discuss the recommendations and timeline with the bargaining unit member and, if requested by the faculty member, a Union representative. The supervisor will meet at least once with the bargaining unit member during the improvement plan period to review progress and offer constructive feedback.
- E. Exiting the Professional Improvement Plan. The supervisor or their designee shall schedule

  
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a meeting with the bargaining unit member within ten days of the plan's conclusion to discuss their progress toward addressing performance concerns. The supervisor shall provide the bargaining unit member with a written summary of their performance while on the improvement plan. The summary will reference evidence that supports their determination that the bargaining unit member was or was not successful in completing the terms of the professional improvement plan. Any bargaining unit member who disputes the factual content of their improvement plan summary or alleges a violation of any section in this article may file a grievance in accordance with Section 4 below.

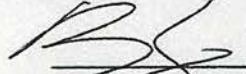
- F. A bargaining unit member on continuing contract who successfully completes the professional improvement plan shall remain on continuing contract. A bargaining unit member on annual contract who successfully completes the professional development plan shall be eligible for reappointment. Once completed, the evaluation with all addenda will be placed in the bargaining unit member's permanent limited-access personnel folder.
- G. A continuing contract bargaining unit member who does not satisfactorily complete a performance improvement plan will be placed on annual contract immediately and will enter a second performance improvement plan, subject to the same timelines and rights as described in sections B-E of this section of this article. If the bargaining unit member does not satisfactorily complete the second performance improvement plan, they may be subject to termination. Faculty members who have been returned to annual contract status are eligible to reapply for continuing contract in accordance with the timeline, procedures, and requirements of Article 12, Section 2, after successfully completing the second performance improvement plan.

H. All evaluations, Limited Improvement Plans, and Performance Improvement Plans will be

  
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filed with the Human Resources Office and kept in the faculty member's limited access file.


**Section 4. Appeal of an Evaluation, Placement on Limited Improvement Plan or Performance Improvement Plan, and Success or Failure of Limited Improvement Plan or Performance Improvement Plan**

- A. A faculty member who disputes the factual content of their faculty evaluation, contests his or her placement on a Limited Improvement Plan or Performance Improvement Plan, or challenges the College's determination as to the success or failure of the Limited Improvement Plan or Performance Improvement Plan may file a grievance pursuant to Article V of this Agreement. Such grievance shall be filed at Step 1 of the grievance procedure, with the timeline to file the grievance running from the date the evaluation is signed by the employee, the date of placement on the LIP or PIP, or the date the employee is notified of the unsuccessful completion of the LIP or PIP. Should the grievance not be resolved in step 1, the appeal will progress through the steps of the grievance procedure outlined the grievance procedure set forth in this Agreement, provided that the dispute shall not be subject to arbitration.
- B. In lieu of arbitration, if the dispute is not resolved at earlier steps of the grievance procedure, the Union may submit the matter for a final and binding Evaluation Review Committee. The Committee will be comprised of six members: two administrators selected by the College, one administrator selected by the Union, one faculty member selected by the College, and two faculty members selected by the Union. The Committee will convene an informal hearing and allow both the faculty member and the relevant supervisors to present their respective position. The Committee may, but is not required to, review any

  
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other relevant documentations or request to hear from any other individuals who it believes may have relevant information. After reviewing the matter, the Committee, by majority determination, will issue a final and binding written determination. The burden of establishing a violation of this Article shall be on the Union. If the Committee is evenly-divided, the President's resolution at Step 3 of the grievance shall stand as the final resolution of the matter.

  
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For the Union

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## Article 9 Faculty Workload

### Section 1. Standard Teaching Load

- A. A standard teaching load is an assignment for a teaching faculty member to be in an assigned space, for an assigned cumulative amount of time, which will satisfy the faculty member's contractual obligations. Instructional load is defined by Florida Statute and must support operational efficiency.
- B. With the exception of librarians, each faculty member shall work a nine-month contract of up to 167 duty days during the Fall and Spring semesters (excluding state approved holidays). This is the standard non-librarian faculty contract length. If contacted by their supervisor, faculty members are expected to make themselves available at any time (including during the summer or other non-contract periods) and to cooperate with the College's efforts to resolve time-sensitive student grade appeals. Faculty members agree to provide their supervisor with an appropriate means of contact during the summer and non-contract periods.
- C. The standard contract length for librarians is twelve (12) months.
- D. Faculty in specific health-related programs, special programs, and any other academic programs which require the duties and responsibilities of full-time faculty members may receive an extended contract if their work assignment is expected to exceed 167 days.
- E. Faculty have non-teaching duty days that are included in their contract and are identified on the LSSC Personnel Calendar. Faculty who cannot be available for activities on these

  
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non-teaching duty days must submit, and have approved, a leave request form for the specific number of hours missed (with a minimum of 2 hours charged) to the appropriate Dean or Associate Dean.



## **Section 2. Faculty Classifications and Work Reassignments**

A. The following faculty classifications represent the evolving role of faculty that may extend beyond direct instruction. Faculty will be assigned to classification A unless the faculty member voluntarily agrees, on an annual basis, to accept assignment to classification B or C:

- i. Faculty classification A - A faculty member teaching a standard 9-month two-semester schedule.
- ii. Faculty classification B - A faculty member teaching a standard 9 months two-semester schedule with 3 hours of release time for preparation. That faculty member is assigned to a special project for an additional two months in the summer to arrive at an 11-month contract. The faculty member will be compensated at their daily faculty rate for the summer months.
- iii. Faculty Classification C - A faculty member teaching a standard 9 months two-semester schedule. That faculty member may volunteer for an advising or recruiting role for two months in the summer to arrive at an 11-month contract. The faculty member will be compensated at their daily faculty rate for the summer months.

B. Reassignment is the temporary release of a faculty member from teaching workload responsibilities to accomplish specific duties as required by the College. Reassignments

  
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are created and granted at the discretion of the College and approved by the Vice President of Academic Affairs.

- C. The College may initiate reassignment for a specified beginning and end time, for a clearly defined purpose, to accomplish measurable outcomes, and to do any work deemed necessary by the College to advance its larger goals and mission which might not otherwise be accomplished through existing personnel working under current job assignments.

### Section 3. Faculty Work Hours and Responsibilities

**A. Faculty Schedules.** The Vice President of Academic Affairs or their designee must approve the schedules of all faculty members.

- a. In assigning the full teaching load, effort will be made to assign each faculty member to as many days and class periods in accordance with their preference and as few days and class periods against their preference as possible. Full-time faculty on continuing or annual contract will have first preference for course assignments within their teaching discipline(s). Lecturers will have second preference. Adjunct faculty, including staff or administration teaching as adjunct faculty, will have third preference.
- b. Faculty teaching assignments in fulfillment of their teaching load shall meet the following conditions:
  - i. A faculty member shall not be assigned to teach classes in consecutive periods at two different college campuses.

  
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ii. If the period between the end time and beginning time of a faculty member's schedule does not provide sufficient time for rest, preparation and /or travel, they can request an exception.

c. It is the responsibility of the Administration to assign faculty members to teach courses in their credentialed academic disciplines at times and locations and/or in instructional modalities which meet the needs of students. Any assignments outside of the faculty member's academic discipline assigned as part of the faculty member's minimum load must be approved in advance by the Vice President of Academic and Student Affairs.

**B. Work Hours.** Faculty members are professionals whose jobs require thirty-five (35) hours of professional services to the College each week. Fifteen (15) hours will be dedicated to instruction, ten (10) hours will be dedicated to student office hours, and ten (10) hours of flex time dedicated to and assigned by the College for service for students and professional development activities.

**C. Instructional Load** Faculty will be assigned an instructional load of fifteen (15) credit hours per semester. Faculty members may have teaching assignments both on and off campus, online, day and evening, and the weekends. The College shall establish a course schedule which meets the needs of students. Deans, Associate Deans, and Program Managers will work with faculty members to fill scheduling requirements and establish individual schedules which meet the needs of the students. It is the responsibility of the College to assign faculty members to teach courses at times and locations and/or in

  
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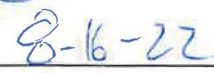
instructional formats which meet the needs of students. The source for course credit hour and contact hour equivalents is 6A-14.030 FAC (Postsecondary Credit Definitions).

**D. Student Office Hours.** Faculty must provide for a total time of ten (10) office hours dedicated to students. These hours must be scheduled at times convenient for students and clearly designated as hours during which faculty members shall be available for meeting with students, whether as drop-ins or by appointment. Faculty members are to be available to students whether in a face-to-face course or online and on-campus or virtual office hours. Any adjustments must be pre-approved by the faculty member's Dean or Associate Dean and a leave form must be completed.

i. Office hours denote regularly scheduled time periods during which faculty shall be available for consultations with students outside of a classroom setting, to provide instructional program related, or similar academic assistance to students as needed. These meetings can be one-on-one or in small groups.

a. Office hours shall be scheduled on campus in the faculty member's office, or online using a student-friendly platform, or faculty members may use or be assigned to a classroom, lab, or Student Learning Center or other appropriate campus locations (e.g., clinical settings). The availability and location of office hours must be approved by the Dean or Associate Dean, and provided in writing to the faculty member's students and Dean and Associate Dean and posted in the College's Learning Management System by the end of the first week of class. Faculty also need to submit a Class and Office Schedule to the appropriate Academic Affairs

  
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office by the first day of the semester or mini-semester.

- b. Each faculty member shall publish and maintain a total of ten (10) student office hours per week during each semester of the academic year.
  1. Office hours shall be scheduled in minimum increments of thirty (30) consecutive minutes Classrooms shall not be the primary location for office hours. Classrooms may only be used for this purpose if the faculty member is assigned to that classroom immediately before and after the office hours, and only if the classroom is not needed for class scheduling. Any deviation of the location of student office hours from the faculty member's office must be approved by the Dean or Associate Dean and should be denoted on the Class and Office schedule that is posted outside the faculty member's office door.
  2. Faculty are expected to hold structured or scheduled student office hours in the modality and on the day and time requested by, or most beneficial to students. The requirements of this paragraph are subject to verification and accountability in the manner determined by the College.
  3. If faculty members cannot meet their established student office hours, they must post notice to students within the College's Learning Management System and at their office location. In addition, notice of the cancellation must be sent to the Dean or Associate Dean, who must approve the cancellation. Any cancellations of office hours require make-up student office hours for the student time missed, or the faculty member must take an equivalent amount of

  
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personal leave.

- c. The College reserves the right to require faculty members to document compliance with responsibilities regarding office hours and to verify such compliance as needed.

**E. College Service.**

- i. All faculty, as a mandatory part of their job responsibilities during the ten hours of flex time, will participate in departmental and College-wide activities which may include:
- Grading and providing student feedback
  - Answering student emails and messages
  - Course design and implementation
  - Preparing for classroom, laboratory, clinical, reference, or online instruction as needed
  - Planning course and committee schedules with colleagues, lead faculty, and supervisors as appropriate
  - Participating in professional development activities
  - Conducting research and scholarly publications
  - Advising registered student organizations
  - Participating in faculty In-Service
  - Conducting administrative tasks such as Starfish Reports, Initial attendance verification, final grades, athlete progress reports, reviewing textbook

  
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information, course schedule reviews, etc.

- Serving on or leading committees, task forces, search committees, work groups, and subcommittees as assigned (e.g., SAS Course Substitution/Modification Committee, Student Administration Appeal Committee, guided pathways workgroups, Starfish Data Integration Workgroup, task forces on underrepresented student recruiting, retention, and completion; veterans; first generation; textbook affordability; and other standing or ad hoc task forces)
- Tutoring students within the faculty member's academic discipline
- Assisting with the Math or English Emporium
- Participating in targeted admissions recruiting events and other outreach efforts as appropriate
- Completing required training and professional development activities
- Writing letters of recommendation
- Mentoring fellow faculty members on tasks such as college onboarding, course design, and college processes.
- Compiling assessment and SLO data for submission to lead faculty.

ii. Faculty shall be required to attend a College commencement, and/or pinning ceremonies, for the faculty member's assigned home campus unless such attendance is excused by the faculty member's dean and accompanied by a personal leave form for

  
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the specific number of hours missed (with a minimum of 2 hours charged).

- iii. Faculty are to perform any other duties required to fulfill their instructional, contractual, and/or programmatic obligations as assigned by the College.

**iv. Commitment to Student Success.** Faculty will take all reasonable measures to foster a learning environment of inclusiveness and collaboration. They will strive to continuously improve their courses using innovative, active learning techniques. Classes will feature activities that promote learner-instructor and learner-learner engagement and include materials and assessments which follow universal design principles. Faculty will participate in cross-curricular initiatives which promote student success, interfacing regularly with administrators, librarians, advisors, and e-learning experts to ensure best practices. In brief, faculty are committed to establishing robust learning communities across the college which encourage and support students during their time at LSSC. Faculty will be proactive in their communications with students, consistent with the College's retention plan. These communications may include discussing the students' progress; assisting with issues such as financial aid, admissions, or career services; or referring them to other college resources.

**F. Summer Teaching Assignments.**

- i. Summer teaching assignments are assigned based upon need. There is no guarantee of teaching assignments during Summer term. Faculty Summer teaching assignments shall be awarded to the best qualified candidate based upon several factors including credentials, academic experience, work experience, student success, retention, and

  
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- completion rates.
- ii. The maximum credit hours taught during Summer terms shall not exceed 15 credit hours. The Vice President for Academic Affairs reserves the right to approve exceeding these limits based on student and/or College needs.
  - iii. Faculty who are teaching during the Summer sessions shall be required to have two (2) office hours per week for each course taught for up to two (2) courses.
  - iv. In some cases, faculty members may be offered an extended contract with a length of two and one-half (2½) terms (consisting of Fall and Spring semesters and a minimum of one (1) Summer session). An extended contract may be offered at the option of the College and accepted at the discretion of the faculty member. Faculty members accepting an extended contract shall teach a minimum of fifteen (15) contact hours per week during the Fall and Spring semesters and six (6) to eight (8) contact hours during the Summer semester.

**G. Alternate Instructional Modalities.**

- i. **Honors Program Courses.** Faculty must be approved by their supervisor, in consultation with an academic administrator overseeing the Honors Program, to teach Honors courses and/or oversee an Honors project associated with the option to award Honors course credit.
- ii. **Directed Independent Study (DIS).** To support student progression and completion, faculty may be requested to teach a course as Independent Study aligned with their academic preparation and other variables to include, but not limited to student success

  
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rates, retention, and availability. The Vice President for Academic Affairs or designee shall have final approval.

#### **H. Additional Teaching Faculty Responsibilities.**

i. **Attendance.** To comply with federal financial aid requirements, safety requirements, and other situations, attendance will be taken. Faculty will submit initial attendance by the dates communicated by the Registrar's Office in the manner directed by the College. Faculty will submit the last date of attendance for any student earning an F or U during the final grade submission. All courses will comply with the U.S. Department of Education, Florida Department of Education, and accreditation guidelines:

- An academic assignment submission may be counted as attending.
- Taking an examination, interactive tutorial, or a computer-based instruction may be counted as attending.
- Participating in an online discussion that is academically related may be counted as attending.
- Interacting online with faculty about subject matter or to ask course-related questions may be counted as attending.
- Online Syllabus review quiz.

ii. **Student Grades and Academic Progress.**

- a. Faculty will use the official College grading scale.
- b. Faculty shall keep students informed of their academic progress on a regular basis throughout the term or academic session on timelines and deadlines established by

  
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the Academic Dean.

- c. Faculty shall participate in the College's retention plan (Starfish), and complete required Progress Surveys for each section taught on or before the stated deadline determined by the Dean or whenever determined a student is not meeting appropriate performance measures.
- d. Faculty shall post within the Grade book of the Learning Management System student grades at three (3) critical points during Fall and Spring semesters.
- e. Faculty are prohibited from publicly posting student names, student identification numbers, and grades with respect to performance or conduct in a course.
- f. As required by external federal financial aid requirements, for external audit and internal appeal processes faculty must retain all course records that are not already contained in Canvas for one (1) year.
- g. Faculty are required to offer the last examinations, final projects, and/or an evaluation that students have met outcomes to all credit students during the scheduled final examination period or as needed by the student.

**I. Extra Teaching Assignments.**

- i. Extra teaching assignments are not guaranteed and shall be granted at the discretion of the College. This additional teaching assignment is beyond the faculty member's base contractual teaching load and is not granted until the teaching workload and workweek obligations are met (i.e., after meeting the 35-hour workweek obligation). Payment for overload shall be made only for those student contact hours taught above the assigned

  
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full-time load. Overloads shall be paid on the basis of appropriate part-time semester hour salary rates in the College's current Salary Schedule.

- ii. Extra teaching assignments within a discipline shall be assigned by the Dean or Associate Dean. In making assignments, the Dean shall consider several factors that may include credentials, academic experience, work experience, student success, retention, and completion rates in determining whether to approve assignments. The College also reserves the right to give preference in making extra teaching assignment to full-time faculty who are unable to meet their required load.
- iii. Any faculty member who desires an extra teaching assignment should submit a written request to the Dean during the development of the course schedule, preferably at least ninety (90) days in advance of the start of the semester. All extra teaching assignment requests are subject to approval of the Vice President of Academic Affairs.

**J. Final Exam Week.** Faculty members are to be accessible and responsive to students to support their academic success and progression. As such, faculty are expected to be available to students during final exam week. Faculty may adjust their office hours during this week to ensure availability to students and support end of semester grading requirements as follows:

- i. Faculty are to post office hours for final exam week at their office location and in the College's Learning Management System.
- ii. Faculty are to post a minimum of ten (10) office hours over at least a three (3) day period during final exam week for the Fall and Spring semesters.

  
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- iii. Out of office responses are not to be posted until the contractual period is complete.

Faculty will be attentive through the end of contract period.

**K. Librarians.**

- i. Librarians shall adhere to a minimum of a thirty-seven and a half (37.5) hour work week schedule (260 duty days from July 1 to June 30), devoted to College activities.
- ii. Up to five (5) hours per week may be used for College service/professional development, as approved by the Dean or appropriate Administrator. Professional activities in which Librarians participate during the remaining hours will be determined during conferences with the Dean or appropriate Administrator and evaluated annually.
- iii. Schedules for library faculty will allow for a reasonable degree of flexibility to attend meetings, sponsor student organizations, and participate in campus or division or college wide projects and initiatives. In order to perform such duties, the schedules of library faculty may be modified upon the approval of the immediate supervisor in order to provide adequate service to students and other members of the College community.
- iv. Librarians are responsible for providing instruction and general student assistance in the use of print and online library resources as well as in the creation of new tools to enhance access to information to promote information literacy. Instruction includes, but is not limited to, reference desk assistance, through virtual reference, seminars, workshops, online tutorials, portions of College-sponsored conferences, or in-service opportunities as assigned by the Dean or appropriate Administrator. Services will often be required at the reference desk, by phone or email, through virtual reference, and

  
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through in-person consultation.

- v. Scheduled duties as assigned by the Dean or appropriate Administrator are the priority, and any changes must be approved by the Dean or appropriate Administrator.
- vi. Librarians may teach classes when approved by the Vice President for Academic Affairs, provided they are qualified for the teaching assignment. In consultation with and approved by the Dean and Vice President for Academic Affairs, the courses may be taught as overloads at the adjunct rate or as part of their regular schedule.
- vii. Librarians are responsible for ensuring library services are provided to meet the needs of students.
- viii. Librarians must participate in learning experiences by providing group and individual instruction outside of class in support of the curriculum and co-curriculum, assessing the impact thereof, and evaluating services.

#### **L. Lecturers**

Based on the strategic needs of the College, the College may establish Lecturer positions. A full-time teaching load for Lecturers is the equivalent of 21 credit hours per semester for the Fall and Spring semesters. Lecturers are appointed on an annual basis and will work a minimum of 35 hours per week. In addition to 21 instructional hours, Lecturers will work a total of 10 office hours and 4 hours of directed and focused student engagement each week. Lecturers shall not be expected to perform work on committees or provide other service to the institution without additional agreement and cannot be penalized on their annual evaluations for choosing not to do so. However, they will be expected to attend

  
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department/discipline meetings and trainings. Lecturers are not eligible to earn continuing contract.

#### **M. Lead Faculty– General Studies and Student Success Courses**

In its discretion, the College may assign a full-time faculty member to serve as Lead Faculty. Lead Faculty are compensated positions which aide supervisors with academic discipline or course level functions. Lead Faculty do not supervise other full-time faculty, but work to coordinate functions such as:

- Course scheduling – lead faculty will have input in the Scheduling Process through their supervisor.
- Adjunct liaison role – lead faculty will serve as the academic discipline contact for a maximum of 8 part-time faculty.
  - Provide syllabus, standard course (Canvas, MyLab, etc.) shell, and other relevant course materials to full-time and part-time faculty as applicable.
  - Respond to content-related questions.
  - Assist with part-time faculty instructional observations.
  - Attend part-time faculty interviews as requested by the appropriate Dean or Associate Dean.
  - Offer curriculum advice when asked and remind adjuncts of important deadlines and tasks.
- Course materials – lead faculty will assist with selection and ordering textbooks for all sections within course/discipline.
- Assessment – lead faculty will assist with the SLO and assessment reviews within

  
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course/discipline.

- Assist with course additions, modifications, and deletions in the academic discipline through the curriculum process.
- Provide expert opinion about course equivalency to support processing course and area substitution requests.
- Other administrative tasks such as course substitution forms and schedule change forms.

  
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## Article 10 Compensation

(6/5/2023)

### Section 1. Starting Salaries

A faculty member's starting base salary (9-month contract for regular faculty and 12-month contract for Librarians) shall be based on the following salaries corresponding to the position for which they are hired, degree, and years of experience:


Degree	Experience (years)	Position/Rank	Base Salary
Master's	0	Lecturer / Instructor	\$52,000
Master's	5	Assistant Professor	\$54,000
Doctorate	0	Instructor	\$56,000
Doctorate	5	Assistant Professor	\$58,500
MLIS (Librarian)	0	Staff Librarian	\$60,400
MLIS (Librarian)	5	Assistant Librarian	\$62,500

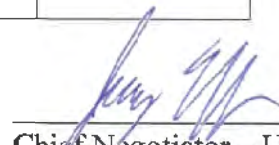
For any areas in which the College determines there is a critical need to exceed these starting salaries for new hires based on market conditions, the need for specialized credentials or expertise, or with respect to fields in which it is difficult to recruit and attract candidates, the College may exceed these starting salaries by up to a maximum of 40% for such critical need faculty or librarians. Definitions of critical need faculty shall be established pursuant to this agreement as any areas in which the College determines there is a critical need to increase current starting salaries based on market conditions, the need for specialized credentials or expertise, or with respect to fields in which it is difficult to recruit candidates.

### Section 2. Compensation for Promotion.

Upon being promoted to a higher rank, faculty members will receive a salary increase as follows:

Promotion Type	Base Salary Increase
Instructor/Staff Librarian to Assistant Professor/Librarian	5%
Assistant Professor/Librarian to Associate Professor/Library	7%
Associate Professor/Librarian to Professor/Librarian	9%
Professor/Librarian to Senior Professor/Librarian	11%

  
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### **Section 3. Compensation for Lab Hours-Full-Time Faculty**

For faculty assigned to teach courses with labs or to teach stand-alone labs, load will be calculated and compensation will be paid based on the number of contact hours regardless of modality.

### **Section 4. Compensation for Additional Degree or Hours.**

Faculty who earn additional approved graduate credits or degrees will be compensated as follows. The Masters+ designation is for faculty who earn 18 or more graduate hours in a second area of expertise, which credentials them to teach college classes in a second area of strategic importance to the College. Faculty with the Masters+ designation will receive a \$2,000 increase to their current salary if assigned by the College to teach in the additional discipline. A faculty member earning an approved doctoral degree will receive a \$4,000 increase to their salary. LSSC's Administrative Procedure 5-12 defines the process for approval of additional graduate credit hours and degrees.

### **Section 5. Salary Increases**

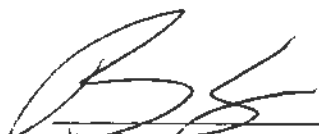
- A. All wage increases following the expiration of this Agreement are subject to collective bargaining negotiations among the parties.
- B. For any areas in which the College determines there is a critical need to increase current salaries based on market conditions, the need for specialized credentials or expertise, or with respect to fields in which it is difficult to retain candidates, the College may, at its discretion, increase salary by up to a maximum of 40% for such critical need faculty or librarians. Prior to providing an increase to a current bargaining unit employee due to a critical need, the College agrees to notify the union.

### **Section 6. Compensation for Supplemental Assignments**

#### **A. Overload, Teaching and Nursing Clinical assignments during non-contract semesters**

Faculty teaching credit courses over the stated full-time semester hour load in a contract semester, will receive overload pay per contact hour (workload) based on the highest degree earned regardless of course delivery modality. A combination of low-enrollment sections will be counted as a single course contact load.

**Compensation During Non-Contract Semesters** – Faculty teaching credit courses in a non-contract semester will be paid per contact hour (workload) based on the highest degree earned regardless of course delivery modality. A combination of low-enrollment sections will be counted as a single course contact load.

  
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**Nursing clinicals:** The College may elect to pay nursing clinicals either by credit hour or by clock hour. Clock hours will be converted to equivalent credit hours for the purpose of determining the applicable overload rate.

<b>FULL-TIME FACULTY PAY RATES</b>		
<b>Overload compensation during contract semesters and non-contract semesters</b>		
<b>Degree Level</b>	<b>All Disciplines</b>	<b>Nursing Clinicals</b>
Associate's Degree	\$700 per credit hour	N/A
Bachelor's Degree	\$800 per credit hour	\$48 per clock hour
Master's Degree	\$850 per credit hour	\$52 per clock hour
Doctorate's Degree	\$900 per credit hour	\$55 per clock hour

## **B. Program Managers**

Program Managers will receive the following:

- i. Three credit hours of reassigned time for each fall and spring semester.
- ii. Program Manager Base Stipend (9 months): \$3,250
- iii. Program Manager Summer Stipend: \$750
- iv. Stipend for the supervision of full-time faculty, when applicable: \$1,000
- v. Stipend for seeking/maintaining external accreditation, when applicable: \$1 ,000

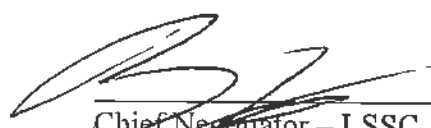
Program Manager stipends will be paid out over six pay periods per semester. These pay periods shall be the pay periods staff are scheduled to be paid their course overload for full semester courses. Those Program Managers who are contracted to manage more than one program will receive an additional stipend of \$2,000 and an additional three credit hours of reassigned time.

## **C. Compensation for Substitute Teaching**

The pay for substitute teachers will be calculated using the hourly adjunct rate, based on the highest degree earned in the field, during the time they cover the class.

## **D. Large Lecture Incentive Program.**

Faculty, with the right to refuse, will be offered the opportunity to earn a large lecture incentive as outlined in the following table. If accepted, interested faculty are encouraged to work with their supervisor to

  
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determine applicability, provided that all incentives must be approved by the Vice President of Academic Affairs.

<b>Students Enrolled Above Capacity (after the add/drop period ends)</b>	<b>Large Lecture Incentive per credit hour</b>
1-3	\$200
4-8	\$450
9-13	\$650

**E. Compensation for Non-Teaching Assignments.**

- Compensation for Independent Study: Full-time Faculty.** Instructors are paid \$40 per credit hour per student for an independent study.
- Compensation for Co-Op.** \$100 per student (not based on credit hours).
- Compensation for Specialized, Non-Teaching Assignments.** The following positions will be funded as indicated below. Hourly rates are per clock hour. The President may add other specialized areas as appropriate. In cases of critical skills or specialized areas, the President may approve an hourly rate increase.

<b>Part-time Special Pay Plan for Select Positions</b>			
	<b>Club Advisors</b>	<b>Honor's Program Advisors</b>	<b>Workforce Programs</b>
Basis	Based on Club	Per Student	Per Program
Per Academic Year	\$400 - \$1,500		
Per Student		\$75	
Per Hour			\$16 - \$ 35

  
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#### **F. Awarding of Instructional Reassigned Time**

Instructional faculty may receive reassigned time during Fall, Spring, or Summer semesters for performing short-term special duties or completing special projects as agreed upon by the employee and Vice President of Academic Affairs and as approved by the President. Reassigned time may not exceed nine credit hours per semester. Reassigned time may be combined with additional compensation when appropriate based on the scope of the project and the availability of funds.

Instructional faculty with reassigned time to work on externally funded or revenue-generating projects must include the College's actual cost of filling the instructional vacancy created by the reassigned time in the project budget. For example, an instructional faculty with three hours of reassigned time to work on an externally funded research project must include the cost of an adjunct or overload instructor for those three credit hours in the project budget to cover the College's increased operating costs resulting from the reassigned time.

#### **G. College Recognition Award**

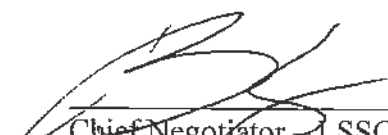
The College may, in its exclusive discretion, award any faculty member a one-time bonus in recognition of exemplary contributions beyond normal performance expectations.


#### **H. Compensation for Faculty appointed as Lead Faculty**

Faculty members appointed to lead faculty positions will receive supplemental compensation in the amount of (i) \$750 per semester if assigned to serve as a liaison for 4 or fewer adjunct instructors, or (ii) \$1,250 per semester if assigned to serve as a liaison for 5-8 adjunct instructors, provided the faculty member completes all assigned faculty lead obligations, as well as their regular job duties. (Additional Reference :Workload Article)

#### **I. Special Projects Rate**

- a. The special projects rate for faculty will be \$40 an hour. This rate will apply once a signed agreement is made for the specific work contracted with the employee paid at least once a semester (fall, spring, and summer if applicable).
- b. Faculty serving as QEP Co-director will receive an hourly stipend based on the special projects rate of pay (\$40/hour) and the projected number of hours required to perform co-director duties. The number of hours is projected to be up to 5 hours per week performing QEP-related activities. Accordingly, the current total stipend per semester is \$3,000.
- c. Faculty appointed to serve as Information Literacy Ambassadors (ILAs) for the QEP will receive an hourly stipend based on the special projects rate of pay (\$40/hour) to the extent the assignment requires that they work on such duties beyond their scheduled weekly hours (37.5 hour for Librarians (non-instructional faculty) and 35 hours for instructional faculty). To receive the stipend, the faculty member

  
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will be required to submit documentation establishing the hours spent devoted to this assignment in excess of their weekly scheduled hours.

The College may appoint faculty members to serve as a Co-director of the QEP or to serve as an ILA as part of the faculty member's weekly hours devoted to College Service. In such instances, if accepted, the faculty member may not be entitled to special projects pay under this section.



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## **Section 11.2      Right to Privacy**

- A. The College recognizes that employees have privacy interests with regard to their personal and private lives, including, but not limited to, religious and political activities. The Union and bargaining unit employees, in turn, recognize that these privacy interests are not absolute and that non-College-related conduct can be detrimental to the College. Accordingly, the Administration, Union, and employees each commit to appropriately balancing these privacy interests in the administration of this Agreement and College policies, and in their respective actions and decisions.
- B. The Administration will continue to maintain a Drug-Free Workplace policy to the extent permitted by state and federal law, provided that no employee shall be subject to random drug testing unless otherwise mandated by applicable law. No faculty member will be discriminated against because of his or her refusal to submit to a random drug test or a drug test not permitted by applicable law or College policy. Notwithstanding any other provisions, program faculty assigned to an affiliated site for an academic program will be required to adhere to the requirements imposed by the specific program, which may include additional background and drug tests.



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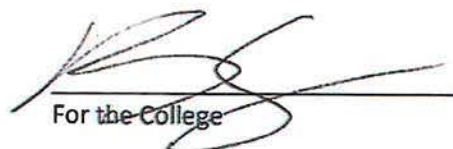
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### **Section 11.3      Safe Workplace**

- A. The Union and the Administration agree that a safe campus environment for employees and students is paramount to the College's mission. The Administration shall take reasonable measures to ensure a safe campus environment for all employees, students, and any other individuals visiting the campus. To that end, the College will promptly inquire into health and safety concerns raised by the faculty and agrees to inform the faculty of the outcome of its inquiry.
  
- B. A faculty member shall immediately report to College Security, and will, within 24 hours follow up with the campus or division administration, any work-related incident that involves an assault upon his or her person, and/or the threat of bodily harm, while in the performance of College-assigned duties.

  
For the College

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For the Union

#### Section 11.4 Personnel Files

- A. Any records containing information reflecting evaluations of employee performance will be filed in the faculty member's Limited Access File. The faculty member's Limited Access File may be released by the records custodian only upon written authorization from the faculty member or the College President, or upon order of a court of competent jurisdiction. College employees and officials responsible for supervision of the faculty member shall have access to such records.
- B. Any unit member will be permitted to inspect his or her individual personnel files in the Human Resources Department during normal business hours, provided that the faculty member provides the Human Resources Department with advance notice of at least 3 business days. A faculty member may obtain copies of any items and/or documents in his personnel file. The administration may charge a usual and reasonable fee for providing copies.

  
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11.5  
**Section 5. Intellectual Property**


**A. Definitions.**

The following definitions shall apply:

- (a) "Intellectual property" means any work or invention.
- (b) "Faculty member" or "creator" means a member of the bargaining unit who creates a work or invention. "Creator" shall also mean other college personnel who create a work or invention.
- (c) A "work" means any copyrightable material, that is, any material fixed in a tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Such copyrightable material includes, but is not limited to, such things as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works. Instructional material, as defined below, is included in the definition of a "work." A "work" does not include any patentable material, which patentable material is encompassed within the definition of an "invention" below.
- (d) An "invention" means any discovery, invention, process, composition of matter, article of manufacture, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark and/or directly related know-how used in connection with these items. It includes, but is not limited to, such things as new or improved devices, systems, circuits, chemical compounds, or mixtures and directly related know-how.
- (e) "Instructional technology," as used in this Article, means the form of an "invention" that is substantially new technology and is used to deliver instructional material, as distinct from the application of existing technology to deliver such instructional material.
- (f) "Instructional material," as used in this Article, means the form of a "work" (i.e., copyrightable) that includes materials delivered through the use of existing or new technology such as video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer-assisted instructional course work, programmed instructional materials, three-dimensional materials and exhibits, web pages, and combinations of the above materials that are prepared or produced in whole or in part by a faculty member and that are used to assist or enhance instruction.
- (g) "Independent efforts" with regard to a work means that the ideas for the work came from the faculty member and the work was not made with the use of college support. The college is not liable for any opinions expressed in such works.

  
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(h) "College support" means the use of college funds or more than the incidental use of college personnel, facilities, equipment, materials, or technological information in the creation of a work or invention and includes such support provided by outside sponsors when it is arranged, administered, or controlled by the college.

(i) "Distance learning" means learning in a course that is rarely or never conducted with the instructor and the student in the same general physical space simultaneously.

(j) "Gross revenue" means (1) proceeds from the sale, lease, transfer, or other conveyance of any interest in an invention or work owned by the College and (2) license issue fees, option fees, running royalties, minimum royalties, equity and other ownership interests, and any other remuneration paid to the College by a licensee of an invention or work, except that such equity or other ownership interests, or portion thereof, shall not be considered "gross revenue" unless and until the equity or other ownership interests, or portion thereof, are sold or liquidated by the college.

(k) "Development expenses" means all monies paid by the college for goods and services to protect, develop, and/or enhance the marketability or any other aspect of a work or invention, including, but not limited to, patent-filing fees, intellectual property protection and patent enforcement and defense expenses, marketing expenses, patent maintenance, consulting fees, prosecution expenses, expenses incurred in dealing with equity and other ownership interests, travel, attorneys' fees, commercialization expenses, and research costs. Not included as development expenses are salaries and general operating expenses of college administrative personnel.

(l) "Net adjusted income" means gross revenues less any foreseeable development expenses College deems necessary to defend or maintain a work or invention and its improvements.


(m) "Program" means the specific college research program within which an invention or work was developed.

(n) "Sponsored agreement" means any award from an outside sponsor to support research or any other College activity, whether such support is through a grant, contract, cooperative agreement, or any other means.

## **B. Policy.**


(a) Statement of Principles. Research is undertaken to create new knowledge, to stimulate a spirit of inquiry, to solve problems, and to educate students. Adequate recognition of and incentive to potential inventors through the sharing of the financial benefits resulting from the transfer and development of patentable inventions and other marketable forms of intellectual property encourages the creation of such intellectual property and serves the public interest. The research and teaching missions of the college always take precedence over patent considerations.

(b) Authority and Responsibilities. Section 1004.65, Florida Statutes, the Department of Education, and the District Board of Trustees, authorizes the college to establish regulations and procedures regarding the works and inventions of its personnel, including regulations and

  
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procedures regarding patents, copyrights, and trademarks. The college has the authority to agree to the terms of this Article, and any regulations and procedures applied to in-unit faculty shall be consistent with the terms of this Article.

(c) Faculty Authority and Responsibilities. Intellectual property created, made, or originated by a faculty member shall be governed by the terms of this Agreement, including but not limited to this Article. The faculty member shall also be governed by the college implementing procedures concerning works and inventions of college personnel unless the procedure is inconsistent with the terms of this Agreement.

### **C. Rights to Working Papers.**

Except as otherwise required by the Florida Sunshine Law and other applicable federal and state laws, federal and state regulations, or the terms of any applicable sponsored agreements, faculty members shall have the right to control of their personal correspondence, notes, unpublished drafts, and other working papers.

### **D. Works.**

#### **(a) Faculty Exclusive Ownership Rights.**

- (1) The creator (faculty member) owns the copyright in a work made in the course of independent efforts. The faculty member has the right to determine the disposition of such work and the revenue derived from such work.
- (2) In accordance with academic tradition, and unless required by federal and state laws, federal and state regulations, or the terms of any applicable sponsored agreements, the College shall not assert rights to the following works:
  - a. Scholarly or artistic works, regardless of their form of expression, for which the intended purpose is to disseminate the results of academic research, scholarly study, or artistic expression, such as books, monographs, articles, bibliographies, poems, novels, dramatic works, pictorial or sculptural works, films, videos, musical compositions, or other scholarly or artistic expressions in any medium;
  - b. Materials created by faculty in connection with their teaching, research, or other scholarly activities unless the works are expressly commissioned or expressly assigned in writing by the college.
  - c. Works made without college support, as defined above. If the terms of a sponsored agreement or applicable federal and state laws and federal and state regulations require publication of articles in specified ways or in specified places, the terms of this section shall not be construed to relieve the faculty member of these publication obligations.



(b) Works Owned by the College. The following works are owned by the College. The faculty member shall share in the proceeds from such works:

(1) Instructional material if the College has either (a) expressly commissioned the faculty member in writing to produce, or participate in the production of the work with college funds for a specific college purpose; or (b) expressly assigned the faculty member in writing to produce, or participate in the production of, the work.

(2) Works whose authorship cannot be attributed to one or a discrete number of authors but rather result from simultaneous or sequential contributions over time by multiple faculty, staff, and/or students, such as software tools developed and improved over time by multiple faculty, staff, and/or students. However, the mere fact that multiple individuals have contributed to the creation of a work shall not cause the work to become a work owned by the College.

(3) Any other works made with college support, as defined above.

(c) The College supports the concept of open access to scholarly work. Where privacy, security or confidentiality issues do not apply, the College may decide to apply Creative Commons licenses to their works.

(1) Disclosure. Upon the creation of a work and prior to any publication, the faculty member shall disclose to the College any work used as part of their college responsibilities to which he or she claims exclusive ownership as a result of independent efforts outside of instructional materials as defined above.

(d) Creation, Use, and Revision of Certain Works Owned by the College. With respect to any work that represents instructional materials owned by the college described above, the terms of any agreement entered into by the college concerning the work must be consistent with the terms of any sponsored agreement supporting the creation of the work and applicable laws.


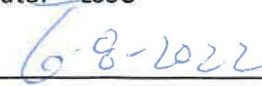
(1) The college shall make reasonable efforts to negotiate the terms listed as a, b, and c below in any agreement concerning the work with any third party, including but not limited to any licensee, assignee, or publisher of the work, insofar as such terms are consonant with the terms of any sponsored agreement supporting the creation of the work and applicable laws. That any or all of these terms are not included in the agreement with the third party shall not be deemed a violation of this Collective Bargaining Agreement.

a. That the faculty member be identified as an author of the work, including, if the work is materially altered at the time of its assignment, initial licensing, or initial publication, the right to decide whether to allow the author's name to be displayed in association with the work;




- b. That the faculty member may freely reproduce the work without paying any licensing fees to use in academic teaching, research, or college service whether at the college or another tax-exempt academic or research institution; and
  - c. That the faculty member may freely use the work in pursuit of one's profession, such as during expert witness testimony or in consulting.
- (2) Other rights and protections for the faculty member may be agreed to by mutual consent of the faculty member and the college, provided that they are consonant with the terms of the Collective Bargaining Agreement, any sponsored agreement supporting the creation of the work, any agreement, license, assignment, publishing or other agreement entered into by the college concerning the work, and applicable laws. Such rights granted to the faculty member may include:
- a. borrowing portions of the work for use in compilations, other composite works, or new projects;
  - b. making derivative works, such as translations, videotaped versions, and film scripts;
  - c. adding to the work or updating the content of the work; and
  - d. approving decisions related to the publishing or display of new versions of the creator's work or new works based on the creator's work.
- (e) Release of Rights. The faculty member shall assist the college in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of works in which the College has asserted an interest.
- (f) Reconveyance of Copyright to the Faculty Member.
- (1) When copyright is assigned to the college in full or in part because of the provisions of this Article, the creator of the copyrighted material may request of the college that ownership be returned to the faculty member.
- (2) Such request may be granted if it does not
- a. violate any legal obligations of or to the college;
  - b. limit appropriate uses of the materials by the college;
  - c. otherwise conflict with specific goals of the college.
- (3) Such request shall also be granted if the faculty member establishes that the college has willfully misrepresented to the faculty member's substantial detriment the necessity or cost of development expenses.

**E. Instructional Technology and Related Instructional Materials.**

  
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- (a) The college and UFF recognize the increasing development and use of technology, and related instructional materials, such as videotapes, interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between the faculty member and the student.
- (1) Instructional technology may be used to deliver distance learning.
  - (2) The College and UFF affirm that instructional technology and related instructional materials should be used to the mutual benefit of the college and the faculty member.
  - (3) Development of new technology for use in delivering instructional material is an invention covered below and is distinguished from the use of existing or new technology to deliver instructional material, which are works described below.
- (b) When the College assigns a faculty member to develop or provide instruction through the use of instructional technology or instructional material specifically designed to be used with such instructional technology, including but not limited to distance learning, the college shall provide to such faculty member:
- (1) Training and resources to support the assignment for adaptation of instructional material to instructional technology; and
  - (2) Additional compensation if the assignment is an overload assignment and/or adjustment in a faculty member's assignment.
- (c) Faculty are responsible for the separation of their independent work from the Learning Management System.

#### **F. Inventions.**

- (a) Faculty Exclusive Ownership Rights.
- (1) An invention made by the faculty member for which no College support has been used is the property of the faculty member, who has the right to determine the disposition of such invention and revenue derived from it.
  - (2) However, the faculty member and the college may agree that the patent for such invention be pursued by the College and the proceeds shared.
- (b) College-Supported Efforts. An invention that is made by using College support, as defined above, is the property of the college pursuant to this Article.
- (c) Disclosure.

  
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- (1) A faculty member shall fully disclose to the college any invention that the faculty member develops, makes or reduces to practice while a faculty member of the LSSC.
  - a. The disclosure shall include an outline of the project and the conditions under which it was conducted.
  - b. If the faculty member wants the college to attempt to patent the invention, the faculty member shall explain why it has sufficient commercial potential to warrant the college investment in the patent process.
- (2) With respect to inventions made during the course of an approved outside activity when the college has specifically waived its rights to any inventions as part of their approval of the outside activity, the faculty member may delay such disclosure, when necessary to protect the outside employer's interests, until the outside employer has made the decision whether to seek a patent.

(d) Review.

- (1) If the college wishes to assert its interest in the invention, the college shall inform the faculty member in writing as soon as practicable but in no case later than one hundred twenty (120) days after the faculty member's disclosure to the college.
    - a. If the faculty member desires a preliminary, non-binding assessment of the C=college interest, the faculty member shall make a written request for such assessment at the time of filing the disclosure.
    - b. Such preliminary assessment shall be provided within sixty (60) days, and such assessment shall not be binding upon the college.
  - (2) The college shall conduct an investigation that shall assess the respective equities of the faculty member and the college in the invention, and determine its importance and the extent to which the College should be involved in its protection, development, and promotion.
  - (3) The college shall determine whether sponsored agreements require the college to take ownership of the invention.
- (e) If the College asserts an interest in an invention and the faculty member disputes the College interest, the faculty member may seek to resolve the matter pursuant to Article V: Grievance and Arbitration. While the grievance is pending, the invention will be assigned to the college which will take appropriate steps to protect it. If the grievance and any appeal or other legal proceedings end with a determination that the faculty member is the owner of the invention, the college shall transfer ownership of the invention to the faculty member and none of the costs incurred by the college in the dispute or for the protection of the invention prior to the transfer shall be assessed against the faculty member.

  
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(f) Release of Rights.

- (1) In the event a sponsor under a sponsored agreement has been offered the option to apply for the patent to an invention or other rights in an invention, the college will use its good offices in an effort to obtain the sponsor's decision regarding the exercise of such rights within the period set forth in the sponsored agreement.
  - (2) At any stage of making the patent applications, or in the commercial application of an invention, if the College has not otherwise assigned to a third party the right to pursue its interests, the college may elect to withdraw from further involvement in the protection or commercial application of the invention. At the request of the faculty member in such case, and subject to any applicable sponsored agreement or law, the college shall transfer the invention rights to the faculty member, in which case the invention shall be the faculty member's property and none of the costs incurred by the college shall be assessed against the faculty member unless they are development expenses deducted from gross revenues received by the college prior to the transfer.
  - (3) All assignments or releases of inventions, including patent rights, by the College to the faculty member shall contain the provision that such invention, if patented by the faculty member, shall be available royalty-free for governmental purposes of the State of Florida and in connection with federally-sponsored research, the United States, and for teaching and research purposes for all tax-exempt educational and research institutions, unless otherwise agreed in writing by the College.
  - (4) If the college ownership interest in an invention is waived, the creator must disclose the potential conflict of interest created by the creator's ownership of the invention when proposing research to be conducted using college resources that could reasonably appear to influence the financial value of the invention. In such case the college through the creator and appropriate administrators, may establish the means to manage any conflict of interest that exists in conducting the research.
- (g) It is the policy of the college that in general research results should be publishable, and publication of such results in appropriate venues is encouraged. However, if the publication of research results may reveal an invention in which the College has an interest, faculty members must ask the college for advice on how and when to publish the results in order that patent protection for the invention is not compromised.
- (h) Voluntary Surrender of Patent Interests. A faculty member and the college may agree to surrender any interests that the faculty member and the college might have to any part of any prospective invention to any outside organization, if the faculty member and the college deem such surrender to be in the best interests of the college and if such surrender is allowable under applicable law and sponsored agreements and such surrender does not impair the intellectual property rights of other employees, students, and other third parties. All faculty members and other college employees involved must agree to the surrender of the patent rights subject to the concurrence of the college in each case.

**G. Division of Proceeds.**

  
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- (a) With regard to any work or invention owned by the college and subject to the requirements of any applicable sponsored agreements, the net adjusted income shall be distributed as follows:  
College – 30% and Author/Inventor – 70%.

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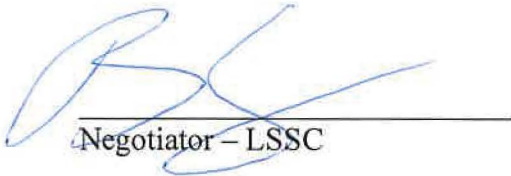
  
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### **Section 11.6      Outside Employment or Consulting Services**

Faculty members may engage in employment or consulting services outside of the College. Faculty shall annually, or upon commencement, advise the Human Resources Department of the outside employment and consulting services they anticipate engaging in during that contract year. Outside employment and consulting services which may violate professional ethics or that may negatively impact an employee's ability to perform his or her primary responsibilities to the College are prohibited. Outside employment and consulting services may not involve College property except property considered open to the public. Outside employment and consulting services may only be performed outside of normal College duty hours or by using approved leave. In the event a conflict between primary employment with the College and outside employment or consulting services the faculty member's employment with the College shall take precedence and the employee will be required to cease the conflicting outside employment or consulting services. A faculty member shall keep any fees earned for outside employment or consulting services which are not in violation of the laws of the State of Florida.



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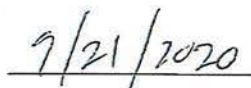
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**Section 11.7 Faculty Workspace**

- A. Subject to availability, the Administration shall provide each faculty member with a secure workspace. Each faculty member shall have a computer with Internet access, a desk and at least a lockable file cabinet, a bookcase, a desk chair, and a student chair. Workspaces shall be located near the faculty member's classes whenever possible and available.
- B. The Administration shall provide access to at least one telephone in the faculty member's workspace or within reasonable proximity to the workspace. The use of telephones by the faculty member shall be in accordance with administrative rules and procedures. The faculty member shall be permitted to use his or her phone for collect or credit card long-distance calls that are at no expense to the College.
- C. Faculty members will have unimpeded access to their workspaces and bathroom facilities during normal operating hours on days of normal campus operations.

  
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## **Section 11.8      Parking**

On each campus, the Administration shall continue to provide off-street parking facilities free of charge. The Administration will continue its current practice of keeping the parking areas maintained, lighted, and secure. Existing parking spaces currently designated for faculty and staff may be reallocated when deemed by the Administration to be in the College's best interests, after consultation with the Union.

**Section 11.9      Access to College Mail**

- A. The College shall make its internal mail service available to each faculty member to use for legitimate College business. Each faculty member will be provided a mailbox at their assigned campus and will have access to their mail during the operating hours of the College.
- B. The College will provide an email account and access to each faculty member to use for legitimate College business.



**Section 11.12      Legal Assistance**

When a faculty member is named as a defendant in any legal complaint related to the faculty member's performance of official duties as an employee of the College, the College shall provide legal assistance upon determination that the faculty member's actions giving rise to the complaint were reasonable and taken within the scope of his or her College employment. Nothing in this section should be construed as obligating the College to provide legal assistance where such assistance is not permitted by applicable law including, but not limited to, Section 111.07 of the Florida Statutes. In providing legal assistance under this Section, the College shall retain the sole right, at all times, to select and assign legal counsel.


## Section 11.13 Weingarten Rights

A faculty member who is a member of the Union and who has a reasonable expectation that discipline may result from an investigatory interview with an administrator has the right, on request, to Union representation during the meeting. The decision whether to represent or accompany a faculty member who is not a member of the Union rests solely with the Union. Union representatives may ask questions, provide guidance (including but not limited to the use of caucuses). Union representatives may not instruct any faculty member to not fully and truthfully cooperate with the investigation.

## **Section 11.14 Academic Freedom**


- A. All faculty members are entitled to academic freedom, defined as the freedom to teach, both in and outside the classroom, conduct research, and publish the results of that research. Following this definition, faculty are able to present and discuss their own academic subjects frankly and forthrightly without fear of censorship, select teaching strategies and instructional materials, and determine grades in accordance with LSSC policies. It is the responsibility of each faculty member to ensure appropriate content of courses taught, to outline course requirements in the syllabi to be provided to each student, to participate in meaningful assessment of student learning outcomes, and to present course materials and information objectively. Faculty shall not introduce matter into their teaching unrelated to their subject.
- B. Academic freedom is accompanied by corresponding responsibility on the part of faculty. LSSC faculty are members of a learned profession and employees of a public educational institution. As scholars and educators, faculty should remember that the public may judge their profession and their institution by their statements. Accordingly, they are obliged to:
1. Observe and uphold the ethical standards of their disciplines in the pursuit and communication of scientific and scholarly knowledge.
  2. Respect students, staff, colleagues and other College community partners/stakeholders as individuals and treat them in a professional manner.
  3. Indicate when appropriate that their personal opinions do not reflect the opinions of the college.

C. The Administration guarantees academic freedom by making sure that all faculty

  
For the College

2-18-2021  
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members are protected from the threats of economic deprivation and dismissal based on the responsible exercise of academic freedom. Faculty may address perceived threats to academic freedom to the Vice President of Academic Affairs and, if necessary, to the Director of Equity and Diversity. The faculty subscribe to this statement of academic freedom with the understanding that academic freedom neither implies the granting of license nor releases anyone of his or her contractual and legal duties, nor the responsibility of adhering to College policies and procedures.

- D. College faculty members are employees of a public educational institution as well as being citizens and members of a learned profession. When a faculty member speaks or writes as a citizen, he or she shall be free from institutional censorship or discipline, but he or she is expected to recognize the special position in the community he or she holds as an employee of Lake-Sumter State College. As scholars and educational officers they should remember that the public may judge both the faculty member's institution and the profession by their statements. Therefore, the faculty member shall strive to be accurate, to exercise appropriate restraint, to show respect for the opinions of others and in the expression of personal opinions to indicate that he or she is not a spokesperson for Lake-Sumter State College.

  
For the College

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## Article XII. Continuing Contract, Promotion, and Rank

### Section 1. General Provisions

- A. With the exception of lecturers, all established full-time Faculty positions filled as a result of a competitive hiring process shall be eligible for continuing contract. For faculty members' initial appointment to annual contract, the College shall specify in writing the appointment date, expiration date, and salary and whether the appointment is eligible or not for continuing contract.
- B. Faculty on annual contract will be advised whether the contract is being recommended for renewal or non-renewal for the next academic year in conjunction with the recommendation being submitted for consideration by the District Board of Trustees. Recommendations shall be submitted for consideration to the Board of Trustees at the April board meeting if practicable. Faculty on annual contract shall be informed as soon after the District Board of Trustees' Maymeeting as practicable of their renewal or non-renewal of their contract for the next academic year.
- C. Annual contracts shall not create an expectancy of employment beyond the term of the contract. Non-renewal of an annual contract shall not entitle the faculty member to the reason(s) for non-renewal. The decision to not renew an annual contract is not subject to grievance, arbitration, or hearing.

### Section 2. Continuing Contract

All continuing contracts shall be awarded upon recommendation by the President to the District Board of Trustees. Recommendations shall be based upon the following factors:

- A. Completion of five years' satisfactory faculty service in a full-time position at Lake-Sumter

For the Union

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12-16-2020

State College during a period not in excess of seven years with services being continuous except for leave duly authorized and granted.

B. Submission of a portfolio of professional achievement ("continuing contract portfolio") using existing rubrics and parameters, which demonstrates the following:

1. Quantifiable measured effectiveness in the performance of faculty duties as demonstrated by relevant factors, including but not limited to the annual evaluations;
2. Continuing professional development;
3. Currency and scope of subject matter knowledge;
4. Relevant feedback from students, faculty, and employers of students;
5. Service to the department, College, and community; and,
6. Satisfactory student success outcomes, which may include the following factors (if applicable):
  - i. Faculty Project;
  - ii. Regular and timely response to students' academic needs;
  - iii. Use of student engagement strategies in class;
  - iv. Provision of adequate time on task which may include but is not limited to having set due dates for assignments, make up requirements, time management skill discussions, weekly reading schedules and realistic expectations with relevant assignments;
  - v. Incorporation of diverse teaching methods to accommodate various student learning styles and various levels of academic preparation;
  - vi. Course completion rates, withdrawal rates, and persistence rates;
  - vii. Graduation and/or certification rates;

12-16-2020



viii. Continued success in subsequent and additional courses or transfer to another institution; and,

ix. job placements in the appropriate field.

C. Changes in continuing contract and promotion criteria as described in section 2.B above, including expectations, rubrics, and parameters for the faculty project will not apply to projects that have already been officially approved.

D. Faculty members shall be evaluated for continuing contract and promotion under the applicable criteria that is in effect on the first day of their employment. Faculty members may opt into any new continuing contract and promotion criteria if they choose.

E. The decision to grant or deny continuing contract status shall not be subject to the arbitration provision of this Agreement.

### **Section 3. Post-Award Annual Evaluation**

A. The parties recognize the desirability of faculty continuing professional development throughout their employment at the College. Although the College shall set the minimum professional standards for the maintenance of continuing contract, the responsibility for meeting these standards rests solely with the individual faculty member.

B. Continuing contract faculty will receive a classroom observation at least once every three years.

C. Faculty on continuing contract shall be subject to periodic reviews to maintain his or her continuing contract status.

### **Section 4. Rank and Promotion**

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For the Union

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For the College

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- A. The College recognizes the faculty ranks of Instructor or Staff Librarian, Assistant Professor or Assistant Librarian, Associate Professor or Associate Librarian, Professor or Librarian, and Senior Professor or Senior Librarian.
- B. Except for employees hired as lecturers, all annual, full-time faculty and librarians will be placed in an initial rank based on years of full-time postsecondary teaching experience. The award of continuing contract will include the award of the next highest rank.
- C. Faculty must have earned continuing contract status and served a minimum of five years in the rank awarded with continuing contract to be eligible for promotion. To be an eligible candidate for rank promotion, a faculty member must apply for promotion, be on a continuing contract, have a satisfactory rating on their last three performance reviews, and be in or beyond the last required year in the current rank.
- D. Faculty shall be eligible to be promoted to the next rank after completing a minimum of five years in rank. However, faculty seeking promotion may submit the application for promotion as early as the fall semester of the fourth year at current rank.
- E. The parties recognize and subscribe to the LSSC Rank and Promotion Plan as the basic policy and procedure for administration of faculty rank and promotion, as it pertains to unit members. Upon request, any changes to this policy impacting the terms and conditions of employment of bargaining unit members must be negotiated.
- F. Up to a maximum of 10 applications for promotion will be processed in any one academic year, with faculty in their first year of eligibility guaranteed first consideration. Remaining slots will be available for other applicants on a first-applied, first-considered basis.

### **Article 13.2 Medical, Prescription, and Dental Insurance**

- A. The College will continue to make medical insurance options available for employees and dependents on the same basis and to the same extent that it makes such benefits available to all other non-bargaining unit employees. In accordance with current practice, the employer will pay the premium for employee-only coverage for at least one health insurance plan offered. The employee will bear the cost of any dependent coverage and the employee premium for any other plan offered, unless the College elects to pay a portion of such premiums for non-bargaining unit employees.
- B. The employer will make dental insurance available for employees and dependents on the same basis and to the same extent that it makes such benefits available to all other non-bargaining unit employees. In accordance with current practice, the employer will pay the premium for employee-only coverage for at least one dental insurance plan offered. The employee will bear the cost of any dependent coverage and the employee premium for any other plan offered, unless the College elects to pay a portion of such premiums for non-bargaining unit employees.
- C. Each bargaining unit member who enrolls in group medical insurance shall have the option to participate in either a Flexible Spending Account (FSA) or a Health Savings Account (HSA) at the bargaining unit member's cost.
- D. The College reserves the right to make future changes to the benefits, costs, and plans offered to employees under this Article, provided that (1) such changes are made for non-bargaining unit employees as well and (2) the College will not change its current practice of paying for employee-only premiums for at least one health insurance plan without negotiating such change in accordance with Chapter 447 of the Florida Statutes.

  
For the College

Date

10-21-2020

Cristal Cruz 11-16-20

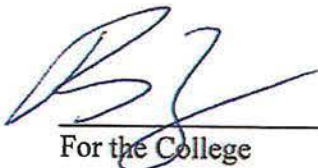
For the Union

Date



### **Article 13.3 Life and Accidental Death and Dismemberment (AD&D) Insurance**

Each bargaining unit member shall receive College-paid Term Life and AD&D insurance payable to his or her designated beneficiary(ies) in the amount equal to the employee's annual salary rounded to the next \$1,000. Additional term life and AD&D insurance up to three times the employee's annual salary may be purchased by the employee at a fair market rate.

 9-21-2020  
For the College Date


Cristal Cruz 10-20-20  
For the Union Date

#### **Article 13.4 Employee Assistance Program**

The College shall offer, at no cost to the employee, an Employee Assistance Program available to all bargaining unit members. The program shall offer short-term counseling services.

  
For LS8C

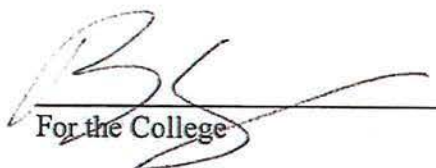
8-25-2020  
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For UFF

8/28/20  
Date

### **Article 13.5 Worker's Compensation Insurance**

- A. Bargaining unit employees are covered by the Florida Workers' Compensation Law.
- B. On-the-job accidents, injuries, or occupationally-incurred illnesses must be reported immediately to the employee's supervisor. Even if the employee is involved in an accident but decides that there is no injury, the employee is still required to report the accident to the supervisor.
- C. Employees with available accrued paid leave may use that leave while on an unpaid workers' compensation leave of absence or to bring their workers' compensation wage benefit up to a full paycheck.

  
For the College


 2022/02/27  
For the Union



### Article 13.6 Other Insurance

To the extent the College makes the following benefits available to all non-bargaining unit employees, the College will make such benefits available to bargaining unit employees on the same basis and under the same terms, limitations, and costs:

Short Term Disability Insurance, Long Term Disability Insurance, and Supplemental Life Insurance Plans, and any other insurance plans the College makes available to all non-bargaining unit employees.

  
For the College

10-21-2020


Date

Cristal Cruz 11-16-20  
For the Union

Date

### Article 13.7 Retirement


- A. Each bargaining unit member shall participate in either the Florida Retirement System (FRS Pension Plan or FRS Investment Plan) or the Optional Retirement Plan (ORP).
- B. Each bargaining unit member may enroll in a 403(b) or a 457(b) deferred compensation plan offered by the College. Participation is at the individual member's option and cost and contributions may be made through payroll deduction.

 8-25-2020  
For LSSC Date

Emily McCann 9/16/20  
For UFF Date

**Article 13.8 Tuition Waiver.**

Bargaining unit employees who have completed their initial probationary period, and their spouses and dependents, are eligible for fee waivers for up to two credit courses per term offered by LSSC. The number of individuals eligible for a tuition fee waiver is conditional on, and limited by, budgeted funding.

  
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For LSSC                      8-15-2020  
Date

  
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For UFF                      9/16/20  
Date



### Article 13.9 Staff and Program Development Grants.

- A. All regular full-time faculty who have successfully completed the initial 90-day probationary period are eligible to apply for SPD funds for reimbursement for course tuition, research projects, course design, professional travel, and workshop/seminar attendance/conference fees. Applications for SPD grants shall be subject to review and approval by the President's Cabinet, or its designee. SPD grants are conditional on, and limited by, the yearly SPD operating budget, which shall be established yearly by the College. While there is no set cap for SPD requests, SPD grants shall be fairly distributed among successful applicants.
- B. In order to qualify for SPD funds, conferences, workshops, seminar attendance and/or continuing education non-credit courses must not be available through LSSC's Lakehawk Leadership Academy and must be directly related to the employee's current assignments and recommended assignment.
- C. In order to qualify for SPD funds, coursework must be completed at regionally-accredited institutions.



2022/02/27

For the Union

Date



For the College

12-16-2020

Date

## ARTICLE 14 MANAGEMENT RIGHTS

Section 1: It is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. The management of the College and the direction of its work force shall be vested exclusively in the College, subject only to such limitations expressly set forth in this Agreement. Except as limited by a specific and express term of this Agreement, the College hereby retains and reserves to itself all unilateral rights, powers, authority, duties, and responsibilities conferred on it by Section 447.209 of the Florida Statutes, other applicable Florida and federal statutes, and State Board of Education Rules. Pursuant to Section 1001.64 of the 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 in accordance with applicable law and the rules of the State Board of Education. These management rights shall include but are not limited to the exclusive rights to:

- 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 facilities;
- C. To hire all faculty and staff;
- D. To determine the time and hours of operation;
- E. To determine the kinds and levels of services to be provided and the methods and means of providing those 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 campuses, programs, departments, divisions, and all other units of the College;

  
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Chief Negotiator – LSSC

8-16-22  
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Chief Negotiator – UFF LSSC

8-16-2022  
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Date


- J. To establish budget procedures and determine budgetary allocations;
- K. To determine the methods of raising and using revenue;
- L. To take action on any matter in response to an emergency;
- M. To schedule classes and to assign faculty to meet the needs of the students, the community, and the College;
- N. To develop, maintain, and enforce administrative rules, procedures, policies, regulations, and practices not inconsistent with this Agreement.

Section 2: The College's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right nor preclude the College from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 3: If, in the sole discretion of the College President or the College District Board of Trustees, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, epidemics or pandemics, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the College during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 4: This article shall not form the basis for an alleged grievance, and neither party shall be required to process any grievance asserting this article as its basis.


  
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Chief Negotiator – LSSC  
  
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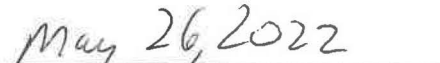
  
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Chief Negotiator – UFF LSSC  
8-16-2022  
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## ARTICLE 15 STRIKES AND STRIKE-RELATED ACTIVITY PROHIBITED

As set forth in Section 447.505, no public employee or employee organization may participate in a strike against a public employer by instigating or supporting, in any manner, a strike as defined by Section 447.203(6) of the Florida Statutes. The parties agree that penalties for participating in an unlawful strike are those established in Sections 447.501(2), 447.505, and 447.507 of the Florida Statutes.

  
Negotiator – LSSC

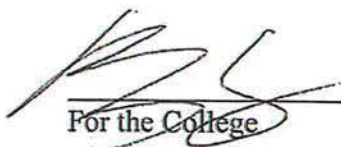
  
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Negotiator – UFF


  
Date

## Article 16. Union Officers, Representatives, and Stewards

The Union will provide the College President with a list of all Union Officers, bargaining unit representatives, and stewards on an annual basis at the start of the Academic Year. The listing shall include names, position/title, phone numbers, and email addresses. In the event any officer, representative, or steward is removed or added during the Academic Year, the Union agrees to provide updated information to the College President within 15 calendar days.


  
For the College  
2-18-2021  
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For the Union  
2022/02/27  
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Compensation for Lab Hours

Effective beginning Fall 2023 Semester, notwithstanding any other prior agreement, MOU, or tentative agreement, the parties agree that, for faculty assigned to teach courses with labs or to teach stand-alone labs, load will be calculated and compensation will be paid based on the number of contact hours regardless of modality.

  
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Chief Negotiator – LSSC

4-5-2023  
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Date

  
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Chief Negotiator – UFF LSSC

4/5/2023  
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Date