

College's 7-25-19 Proposal

Article VI. Union Rights

Section 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 ~~Board~~College. The notice must be received by both the Union and the ~~Board~~College at least ~~thirty~~(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.
- ~~B-F.~~ The Union shall pay an annual fee of \$500 to the College for administrative costs associated with deducting, collecting, tracking, and remitting monthly dues for Union members,

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Section 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.~~The Union shall have the right to use College facilities and equipment at reasonable times when such use does not interfere with official College business.~~
- B. ~~The Union shall have the right to use the College mail and email service, including faculty mail boxes, for UFF/LSSC communications to employees, provided that the documents to be transmitted are not prohibited by the Private Express Statutes, and with the further understanding that the College's normal mail and email services operation will first be performed in cases where an overload occurs as a result of UFF/LSSC mail use requests. The Union agrees to comply with all established rules and procedures for the use of these systems.~~
- C. ~~The Union shall be provided access to any and all College e-mail distribution lists that include members of its bargaining unit.~~
- D.B. The College shall provide the Union access to bulletin boards on each campus ~~in each building~~ 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 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

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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.

Section 3. Union Office

~~A. The College shall permanently assign an office space for the exclusive use of the Union and access to an adjacent meeting space.~~

~~A. The office and meeting space shall be lockable and accessible only to those designated by the Union President except in the event of an emergency, in which case emergency entry may be made by College safety and security officers.~~

~~A. The office will be provided Internet access, a telephone line and voicemail service.~~

~~— The office location and phone number shall be listed on the College's website and in any official College directory.~~

Subject to availability, the College agrees to make office space available for rent to the Union on the same terms, limitations, and costs as the College makes such facilities available for other external organizations.

Section 4. Access to Faculty

A. If the College conducts a campus-wide or College-wide orientation for newly employed faculty, the Union may ~~at its sole discretion, make a presentation and~~ provide a packet of information for the College to be distributed with orientation materials, provided that the information is consistent with the College's mission, does not paint the College in a negative light, and does not contain foul or abusive language; political advertisements or

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endorsements; business advertisements not sponsored by the Union; personal solicitation; or any matter that is detrimental to any individuals or to the College. The College will notify the Union of the date of such orientation and number of participants not less than two ~~(2)~~ weeks prior to the orientation.

~~A. If the College conducts a campus wide or district wide meeting, in service, or professional development day or event for faculty members, the Union may, at its discretion, make a presentation and provide an information packet to be distributed with the program materials. In the event the Union wishes to hold a faculty meeting during such a day or event as described above, the College shall include such information in the program of events upon request by the Union.~~

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 required by the Florida Public Records Law and not otherwise privileged or confidential under applicable law, The College will abide by its current practice of responding to such public records requests and agrees to furnish the Union, on request, the following items ~~without cost~~:
1. The College Operating Budget approved by the Board of Trustees and any Board-approved amendments or changes thereto, ~~concurrent with their submission to the Board;~~
 2. The complete agenda for each regular and special meeting of the Board including

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all supporting documents and routine faculty personnel recommendations;
~~concurrent with their submission to the Board;~~

3. The minutes of each regular and special Board meeting and Board workshop;
~~concurrent with their submission to the Board;~~

~~4. Information, upon request, concerning the College's financial activities;~~

~~4.5. The Annual Financial Report, concurrent with its submission to the Florida Auditor General;~~

~~5.6. Monthly, an updated~~ Δ 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

~~e) Date of birth~~

~~d)c) Date of hire~~

~~e)d) Date of entry into the Union's bargaining unit~~ if different from the date of hire

~~f)e) Effective Date of continuing contract~~ award if applicable

~~g) Years of experience credited for salary~~

~~h)f) Degree status~~

~~i)g) Base salary~~

~~j)h) Any supplemental salaries~~

~~j) Accrued paid leave~~

7. All College policies, procedures, and employee handbooks relevant to members of the Union's bargaining unit, student handbooks, and any amendments or changes

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thereto, ~~concurrent with their publication to administrators or on the College's website.~~

C. 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.D.~~ This section 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. Disputes regarding the obligation to furnish information under this section shall be handled in the manner provided by the Florida Public Records Law.

Section 6. 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, in an amicable manner, 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.

~~Section 7. Reassigned Time~~

~~A. The College shall provide a total of six (6) contact hours of reassigned time in the Fall and Spring terms to one or more faculty members designated by the Union to engage in activities related to contract negotiation and enforcement and other business of the union. An additional three (3) contact hours of reassigned time shall be provided to the Union's designated Chief Negotiator in each semester during which the parties bargain for a~~

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~~successor agreement.~~

~~B. The Union shall notify the Administration in writing of its designee(s) to receive reassigned time no less than two months before the first day of classes in each Fall and Spring term.~~

~~C. In addition, the College shall provide reassigned time to any faculty member directly involved in the negotiation and enforcement of this Agreement during regular working hours.~~

~~Faculty members using reassigned time pursuant to this section shall retain all rights and privileges afforded to other faculty members under this Agreement and any rules and policies of the College and/or Board except where specifically noted in this Agreement.~~