

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 members 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. 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.

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 Program Managers certified by the Public Employee Relations Commission Certification No. 1948, issued November 27, 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. 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.

ARTICLE 3.1 DURATION

This Agreement shall be effective on ratification by both parties and shall remain in effect through the last day of the last Summer Session in 2022, at which time it shall expire.

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.

ARTICLE 3.3 NON-ASSIGNMENT

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.

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.

ARTICLE 3.5 NON-DISCRIMINATION

- Section 1: All references in this Agreement to employees of the any gender are used for convenience only and shall be construed to include both male and female employees.
- Section 2: 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.
- Section 3: The Union will not discriminate with regard to its representation of bargaining unit employees, nor with regard to terms and conditions of Union membership, because of race, color, religion, sex/gender, gender identity, sexual orientation, age, disability, genetic information, ethnicity, national origin, or marital status.
- Section 4: The Union or 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. 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.

ARTICLE 3.6 CONTRACT DISTRIBUTION

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

ARTICLE 5 GRIEVANCE AND ARBITRATION

Section 1: The parties agree that prompt and just settlement of contractual grievances is of mutual concern and interest. Therefore, the parties shall attempt to settle all contractual grievances promptly and fairly.

Section 2: For purposes of this Agreement, a grievance is defined as an alleged violation of a specific article of this Agreement, but does not include any provision which is expressly excluded by its terms from forming the basis of a grievance.

Section 3: For purposes of this article, “days” shall mean non-holiday working days, excluding weekends -- i.e., Monday through Friday when classes are regularly scheduled to meet in accordance with the Board-approved College calendar.

Section 4: The time limits set forth in this article are to be considered of the essence and shall be strictly enforced by all parties, unless mutually extended and agreed to in writing by both parties. The failure by an aggrieved employee or the Union 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 or 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 that 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 the Union shall submit the grievance in writing to the employee’s immediate supervisor. The written grievance must include the following information:

- A. A statement of the grievance and the facts involved.
- B. The specific 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 expressly excluded from the grievance procedure may be included as the basis of a grievance or a request for arbitration.

The parties agree that neither the College or the Union is required to process a grievance or to submit a grievance to arbitration in the absence of any of this information.

Within 10 days of the submission of the grievance, the immediate supervisor will meet with the employee and/or Union representative in an attempt to resolve the issue. Within 5 days thereafter, the supervisor will issue a written decision.

Step 2: If the aggrieved employee or the Union is dissatisfied with the immediate supervisor's resolution of the grievance at Step 1, the aggrieved employee or the Union may submit the grievance for resolution to the next-level supervisor by submitting a written request to advance the grievance to Step 2 within 10 days of the Step 1 decision (or the due date of the Step 1 decision if no decision has been issued). The next-level supervisor shall review the grievance and may elect to confer with the aggrieved employee, the Union, or any other individual, in an attempt to resolve the issue. The next-level supervisor shall issue a written decision within 10 days of submission of the Step 2 grievance.

Section 6: **Arbitration:** If the Union is dissatisfied with the immediate supervisor's resolution of the grievance at Step 2, the aggrieved employee or the Union may submit the grievance to arbitration by submitting a written request to the Vice President of Academic Affairs within 10 days of the Step 2 decision (or the due date of the Step 2 decision if no decision has been issued). Within 10 days, the Vice President of Academic Affairs shall appoint a three-member Grievance Review Committee and select one of the members as Chair.

The Grievance Review Committee will promptly schedule a hearing to hear evidence and arguments concerning the grievance. The Grievance Review Committee is authorized only to decide the specific grievance submitted at Step 1 of the grievance process. Thereafter, the Committee will issue a written recommendation to the Vice President of Academic Affairs, who shall issue a decision based on the recommendation. The Committee shall in no way alter, amend, or modify the terms of this Agreement. Under no circumstances may the Committee recommend awarding any back pay, wages, benefits, or monetary relief of any type for any period more than ten calendar days before the grievance submitted at Step 1. The Committee shall have no authority to recommend an award of continuing contract status or a renewal of an annual contract. Where a College administrator has made a judgment involving the exercise of discretion, the Committee shall not substitute its judgment for that of the administrator. The burden of proof shall be on the party who filed the grievance. The parties agree that the Committee's failure to abide by the time limits in this article or the limits as to its authority shall constitute grounds to vacate the decision under Chapter 682 of the Florida Statutes.

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.

Any fee or expenses of the Committee 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.

An aggrieved employee 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. The Union must provide the employer with written assurance that it is declining to pursue arbitration solely due to the aggrieved employee's nonmember status. To be timely and effective, any request for arbitration must be requested by the aggrieved employee in writing to the Vice President of Academic Affairs within 10 days of Step 2. The aggrieved employee will be financially responsible for arbitration in the same manner and to same extent as the Union would be responsible when arbitrating on behalf of a member.

Section 7: **Review by President:** If the Union or the aggrieved employee is dissatisfied with the decision of the Vice President of Academic Affairs, the aggrieved employee or the Union may request that the matter be reviewed by the President by submitting such a request in writing within 10 days. The President will review the matter and issue a final decision within 10 days thereafter. The President's decision shall be final and binding on all parties.

ARTICLE 14 MANAGEMENT RIGHTS

Section 1: 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. Determine the purpose, mission, objectives, and policies of the College;
- B. Determine the facilities, methods, means, equipment, procedures and personnel required to conduct the College programs;
- C. Administer the personnel system of the College as specified by Florida Statutes;
- D. Direct, supervise, schedule and assign the workforce;
- E. Maintain the discipline and efficiency of the faculty and operation of the College;
- F. Determine the programs and courses of instruction;
- G. Determine the College's grading system;
- H. Determine whether all or any part of the College operations shall commence, cease, continue, reduce, or expand;
- I. Move the operation or any part thereof to any location;
- J. Establish new jobs or eliminate existing jobs;
- K. Establish and change hiring procedures;
- L. Determine and change standards of fitness of employees to perform work;
- M. Evaluate and direct the work of the employees covered by this Agreement;

- N. Maintain, enforce, promulgate, rescind, or revise College policies, procedures, rules, practices, and directives to the extent not inconsistent with an express term of this Agreement;
- O. Lay off employees for lack of work or for other operational reasons;
- P. To determine class sizes;
- Q. To assign faculty to specific locations and campuses and to change such locations as the College deems necessary;
- R. Development of student course schedule;
- S. Be the sole judge of applicants for employment; and,
- T. Alter or vary past practices as the College may determine to be necessary for the orderly and efficient operations of the College.

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, 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.

ARTICLE 15 STRIKES AND STRIKE-RELATED ACTIVITY PROHIBITED

- Section 1: The Union agrees that it shall not participate in, authorize, condone, excuse, ratify, instigate, or support in any manner any concerted failure to report for duty, concerted absence of employees from their positions, concerted stoppage of work, concerted submission of resignations, concerted absence in whole or in part by any employees from the full and faithful performance of the duties of employment with the College.
- Section 2: Should the Union breach this Article, the Union agrees that the College may proceed to the appropriate court and, without notice, obtain an injunction against such breach, that the College may recover from the Union such damages as may be incurred and that the College may take any other action authorized or required by law.
- Section 3: Any employee who participates in, or promotes a strike, work stoppage, slowdown, or other form of interference with the operation and mission of the College shall be subject to immediate discharge.
- Section 4: In the event of a strike, work stoppage or interference, as defined in the Public Employee Relations Act, the president of the Union, or the President's designee, shall promptly and publicly disavow such strike or work stoppage and direct the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the College within 24 hours after the commencement of such strike, work stoppage or other forms of interference what measures it has taken to comply with the provision or the provisions of this Article.
- Section 5: Failure to abide by the terms set forth in this Article shall allow the College to unilaterally suspend the terms of this Agreement.