

EDISON STATE COLLEGE

COLLECTIVE NEGOTIATIONS

AGREEMENT

between

EDISON STATE COLLEGE
Board of Trustees
Public Employer

and

EDISON STATE COLLEGE
Faculty Federation Union

July 1, 2013 - June 30, 2016

PREAMBLE

This Agreement is made and entered into by and between the College Board of Trustees of Edison State College, hereinafter referred to as the Public Employer, the Employer, the Board, or the College, as one party, and the Edison State College Faculty Federation, Local 3513, affiliated with United Faculty of Florida, AFT, AFL-CIO, representing Edison State College faculty, hereinafter referred to as the Union or ESCFF, as the other party.

This Agreement is the result of good faith negotiations and specifies those agreements reached concerning terms and conditions of employment.

This Agreement, when it has been ratified and signed by both parties, shall become the official agreement of ESCFF and the Board and shall be effective as of July 1, 2013 and it shall remain in force and effect or terminate as provided in Article 11.

ARTICLE 1

RECOGNITION

Section A. The Board recognizes the Union as the exclusive bargaining agent for all full-time personnel on the faculty salary schedule to include (1) instructional faculty, (2) counselors, and (3) library faculty, all of whom shall be hereinafter collectively referred to as faculty unless otherwise specified.

Recognition of the Union shall continue as long as the Union remains the certified bargaining agent for the faculty.

Section B. Shared Governance

Edison State College administration and faculty support the concept of shared governance. The concept of shared governance shall not be the subject of a grievance. The faculty are responsible for the teaching, research, and scholarly activities of the College. The faculty share in the governance of the College through the Faculty Senate by recommending policies and procedures related to academic matters, thus creating a culture of collegiality with the administration to further the educational mission of the College. Wages, hours, and other terms and conditions of employment will be the purview of the Union.

ARTICLE 2

GENERAL PROVISIONS

2.1 SEVERABILITY - If any provision of the Agreement or any application of this Agreement to the parties is held to be contrary to law, or State Board of Education Rules, then such provision or application shall not be deemed valid, except to the extent permitted by law or regulations. All other provisions or applications shall continue in full force and effect until termination of this Agreement.

2.2 WAIVER CLAUSE - Failure of either party to require performance by the other party of any provision herein shall in no way affect the requirements of the parties to perform at any time thereafter, nor shall any waiver of an alleged breach of any provision herein be taken or held to be a waiver of said provision thereafter.

2.3 TOTALITY OF ENTIRE AGREEMENT - The parties agree that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement and that it shall constitute the entire and sole agreement between the parties for its duration.

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

2.4 NON-DISCRIMINATION - The Union and the Board agree that they shall abide by all federal and state laws concerning discrimination. Neither the Board nor the Union shall discriminate against any faculty member for membership or non-membership in the Union.

ARTICLE 3

NO-STRIKE AND NO LOCK-OUT

Section A. The Union, its officers, agents, members, and the bargaining unit employees covered by this Agreement all agree that they will not commit, condone, aid, or abet any act that interferes with the College's operations or the performance of the College's official business, including, but not limited to strike, sit-down, slow down, sympathy strike, picketing, employee demonstrations, stoppage of work, or boycott. Such groups and persons further agree that they will, individually and collectively, take all affirmative action within their power to prevent and stop any act that occurs in disregard of this commitment.

Section B. The Board agrees that it will not cause a lockout of bargaining unit members during the life of this Agreement. It is understood and agreed that lockout means a voluntary, complete cessation of College operations for the sole purpose of bringing economic hardship to bear on the members of the bargaining unit.

ARTICLE 4
ESCFR RIGHTS

4.1 DUES DEDUCTION

Section A. The College will deduct and remit dues to the Union when authorized on the form included in Appendix A to this Agreement. Such authorization is revocable by the bargaining unit member upon thirty (30) days notice in writing to both the College and the Union. Authorization for deduction must be received by the College ten (10) working days prior to the payroll payment date.

Section B. The Union shall officially certify to the College no later than June 15 each year if there is a change in the percentage to be used in calculating a bargaining unit member's Union dues for the succeeding fiscal year. This certified percentage will appear in the second paragraph of the Dues Deduction Authorization (Appendix A) when the bargaining unit member signs the authorization. Appendix A is hereby incorporated into and made a part of this Agreement.

Section C. The Union shall hold the Board harmless against any claim, demand, or any form of liability arising from any action taken or not taken by the College, its members, officials, agents, or representatives in complying with the Article or in reliance upon any notice, letter, or written authorization supplied to the College pursuant hereto.

4.2 USE OF FACILITIES. EQUIPMENT. ETC.

Section A. In accordance with Florida Statute §447.509, no faculty member shall miss any class or fail to perform any official duty in order to attend a Union meeting or attend to Union business. Faculty offices and other work areas may not be used for Union meetings or Union business when students are present. For purposes of the regular monthly Union meetings, the Union shall file for a meeting time that is incorporated into the College's annual schedule for faculty meetings.

Section B. The Union shall have the right to use College facilities and equipment at a reasonable time when such equipment is not otherwise in use. The Union shall adhere to the appropriate Administrative Rules and Procedures for utilization of College facilities and equipment which will include completing the necessary College forms. The Union shall reimburse the College for the actual cost of all materials and supplies used.

Section C. The Union shall have the right to use the internal College mail and/or email service to communicate with members of the bargaining unit at no cost to the Union. The Union may also establish an E-Group on the Edison Portal as long as copies of all communications thus distributed are supplied concurrently to the College President or designee(s).

Section D. The Union agrees that all posted materials and materials placed in faculty mailboxes or emails will be confined to official Union business and restricted to the following: notices of Union meetings, notices of Union elections or appointments, notices of Union recreational or social affairs, results of Union elections, Union news. Such postings and distribution must have Union approval as indicated by the signature of the Union President or designee on the materials posted and/or distributed. The College reserves the right to remove from the mailboxes any material which does not conform to these provisions or which is controversial or potentially disruptive.

4.3 CONSULTATION BETWEEN COLLEGE PRESIDENT AND UNION RESIDENT

The Union President and the College President and/or his designee will meet at least twice a year to discuss matters contained in the Collective Negotiations Agreement at a time convenient to both parties. The Union shall provide an agenda in advance to the College President or designee. These consultations shall not be used to negotiate new terms of employment or to engage in collective bargaining.

4.4 ACCESS TO INFORMATION

In accordance with Chapter §119, upon written request to the administrator having custody of the public records being sought, public records will be made available to the Union for inspection within two (2) working days of receipt of the written request and during duty days

and duty hours of the office maintaining the record. Should the Union submit a written request for a copy or copies of such public records, the Union will be charged for the actual costs per page, such copies to be provided to the Union within two (2) working days of receipt of the written request the actual costs per copy will be determined by the custodian of the records.

ARTICLE 5
MANAGEMENT RIGHTS

The employer expressly reserves and retains, to the maximum extent permitted by law, all unilateral rights, powers, authority, duties, and responsibilities conferred upon or vested in it by Chapter §447.209, Florida Statutes, or other applicable Florida and federal statutes, and State Board of Education Rules; except to the limited extent that it has agreed to expressed and explicit limitations upon those rights and privileges.

ARTICLE 6

FACULTY RIGHTS

6.1 ACADEMIC FREEDOM

The faculty and Board of Trustees at Edison State College recognize that the attainment of the objectives of the College is dependent upon a prevailing atmosphere of academic freedom. Members of the faculty are entitled to academic freedom as defined by the following principles:

- (1) A faculty member is entitled to full freedom of inquiry and of communications, subject to the adequate performance of other academic duties. In the classroom he/she is free to discuss any subject, but he/she should be careful that any controversial matter is relevant to the course.
- (2) While he/she has the right and responsibility to recommend teaching materials, the faculty member has the duty of suggesting materials that are among the best available, germane, and relevant.
- (3) Common course assessments are chosen, constructed, and validated by full and part-time faculty within a discipline and in collaboration with the administration.
- (4) When a faculty member speaks or writes as a private citizen, regarding topics unrelated to his/her duties at the College, the faculty member should be free from institutional censorship. However, the faculty member should remember that the public may judge his/her profession and the institution by his/her oral and/or written statements. The faculty member should make every effort to indicate that he/she does not speak for or on behalf of the College.
- (5) A faculty member also has an obligation to uphold the search for truth and the dissemination of knowledge which are important for the maintenance of a free society.

6.2 TEXTBOOK SELECTIONS

Faculty are responsible for the selection of textbooks and course material used in credit courses at the College. Florida Statute 1004.085 and 6A-14.092 FAC on Textbook Affordability

outlines the expectations that faculty members will make decisions which are as early as feasible and will accord each student with the best possible opportunity to make informed choices in the purchase of textbooks and course material. Faculty will be expected to certify that they understand these standards when they process book orders.

A. Where feasible, textbook selections shall be a minimum of two (2) years.

1. If the faculty member is the only full-time faculty in a particular course on a given campus or division, he/she shall select the textbook for the course he/she is scheduled to teach. The decision about textbooks and course materials must be made a minimum of 45 days prior to the first day of class.

2. If two or more sections of a course are offered on a campus or by a division and are taught by two or more full-time faculty, or if the course is part of a sequence of courses that would normally use the same text, he/she shall have the right to serve on a campus or division and/or college-wide faculty committee appointed to select such texts for courses on that campus or by that division. The appropriate Academic Dean will have the final decision if the committee fails to reach consensus.

3. When circumstances occur that warrant a committee reconsideration of a textbook selection, the supervising administrator may make an exception to the minimum two-year requirement. The circumstances may include significantly and substantially different versions of a textbook or course related hardware/software which necessitate a change.

B. Where feasible, faculty members shall attempt to establish college-wide standardization of textbooks used in general education and sequential courses.

C. Open-access, open-source, and electronic textbooks should be considered when making decisions about textbooks.

D. Full-time faculty may consult with adjunct faculty on textbook selection but adjunct faculty

are expected to use textbooks and course material selected by full-time faculty.

6.3 UNION REPRESENTATION (WEINGARTEN RIGHTS)

A faculty member who is a member of the Union and who has the reasonable expectation that disciplinary action may result from a meeting with an administrator has the right to Union representation during the meeting.

6.4 SELECTION OF NEW FACULTY

A. Each search committee should follow the College's approved hiring procedures, which include an evaluation by an appropriately-constituted screening committee as set forth in this section. All faculty positions shall be advertised for a period of 10-30 business days.

(1) For a library position, the administration will select faculty members to serve on the screening committee from the library faculty.

(2) In the event sufficient numbers of full-time, continuing contract faculty are not available, annual contract faculty may be asked to serve. Continuing contract faculty shall have priority over annual contract faculty for assignment to a screening committee for selection of new faculty.

(3) Temporary full-time faculty, whether grant funded or not, shall not serve on a screening committee.

B. Search committee recommendations are made unranked, citing strengths and weaknesses of 2-3 suitable candidates to the Provost/VPAA. He/she will make the final hiring decision.

6.5 COMMITTEES

Section A. The College will maintain the following standing committees consisting of representatives from the administration, faculty, staff and students, as appropriate, to review and/or prepare recommendations for the Provost/VPAA. All faculty members will be voting members. No other committees relating to academic operations and materials shall be formed

without discussions between the Provost/VPAA and the Faculty Senate Executive Committee.

Academic Standards Committee

Academic Technology Committee

Curriculum Committee

e-Learning Committee

Learning Assessment Committee

Professional Development Committee

Section B. The Chair of a Standing Committee, whose appointment is subject to the approval of the Provost/VPAA, will be a continuing contract faculty member and the job duties shall conform to the list of duties as defined in academic policies and procedures. The Chair will be granted a two-year term and three (3) hours of assigned time from instructional duties for each major academic term. The Provost/VPAA may request that the Chair remains equally active during the Summer terms; in that case the Chair will receive three (3) additional credit hours at the established overload rate for full-time faculty.

6.6 NEW FACULTY SEMINAR

Section A. As one of the conditions of eligibility for continuing contract, new faculty will participate in the College's New Faculty Seminar. This seminar will help preserve the College's strong history of academic integrity by introducing new faculty to the mission, commitment to teaching and learning, professional development, and learning assessment for the purpose of better serving our students and community. The seminar will provide an opportunity for new faculty to become acquainted with each other as well as with the College. It will also be a time for new faculty to learn from each other and for the Faculty Coordinators and the Professional Development Committee to support the development of pedagogical techniques for success. In addition, the seminar will introduce new faculty to college resources designed to promote their development as educators.

Section B

The New Faculty Seminar will be offered beginning Fall 2013 to all full-time faculty members whose first semester of full-time employment was Fall 2012 or after. The seminar is facilitated

by full-time Faculty Coordinators and the Professional Development Committee. Seminar attendance is mandatory and should be discussed with all new faculty members as a required part of their first-year annual contract responsibilities. Participation in the seminar will serve as the faculty member's professional development activity for annual portfolio review. The sessions will primarily be held on the fourth Friday of each month between 1 and 3:30 P.M. New faculty shall not be scheduled for any other college or department activities during this reserved time.

6.7 TEACHING FACULTY WORKLOADS

The professional obligation of instructional faculty is a full-time responsibility comprised of teaching, office hours, and other professional assignments as described in the Board approved job description and outlined below.

Section A. Instructional Faculty Members

1. Primary Responsibilities

Each instructional faculty member must perform his or her duties and responsibilities, which shall include the following:

- a. In addition to the duties and responsibilities detailed in the Board approved job description for full-time teaching faculty, each teaching faculty member is responsible for a minimum of thirty (30) instructional hours and a maximum of thirty-two (32) instructional hours per nine-month contract period. The faculty member will normally be assigned a base load of fifteen to sixteen (15-16) instructional hours as base load for each of the two semesters of the contract year. No full-time faculty, however, shall teach more than two (2) classes or 50% of his or her base load online, unless authorized by the Provost/VPAA.
- b. Because of the unique nature of certain courses and/or programs or for reasons of approved leave, a faculty member may be hired for or request to complete his/her nine-month instructional hours' requirement in a different time frame and/or in a different format. This may include faculty who complete the required 166 duty days and instruction hours in a Fall/Summer or Spring/Summer format. Faculty may request

from the Provost/VPAA a one year change to their usual instructional format in cases of health concerns or educational advancement. In cases of an approved one year change in instructional format, the faculty member will return to his/her usual format the following academic year.

- c. Each faculty member will normally work a nine-month contract of 166 duty days during the Fall and Spring semesters. The basic contract for teaching faculty employment will be one hundred sixty six (166) days, each such individual contract period to cover Fall and Spring semesters. A teaching contract of a different length or in a Fall/Summer or Spring/Summer format from that specified in this section may be offered at the option of the College to a faculty member in terms of specific program needs, and accepted at the discretion of the faculty member. Faculty hired under a different length or in a Fall/Summer or Spring/Summer do not have the discretion to change those conditions of employment.
- d. Full-time faculty are required to schedule a minimum of 10 hours per week of office hours, during Fall and Spring semesters, during which time they will be physically present on campus and available for consultation with students unless otherwise noted in Article 9. The configuration of these office hours is subject to the approval of the faculty member's supervisor, and should ideally be distributed over the five working days each week. Office hours will be posted on or adjacent to faculty office doors by means of a "Class and Office Hours Schedule." Additional office hours beyond the required 10 hours may be scheduled, and students may also be seen by appointment.
- e. A faculty member shall participate with other faculty members in his or her discipline and/or department to develop, revise, and implement a course or program.
- f. Each faculty member shall be responsible for maintaining records, preparing for classes, grading papers, evaluating textbooks, updating curriculum, participating in class assessments, and remaining current with academic technology.

2. Other Professional Responsibilities

- a. Each faculty member shall attend all required scheduled college-wide meetings, campus-wide meetings and discipline/departmental meetings, unless on approved leave with authorization from the immediate supervisor.
- b. Faculty members shall participate in College and educational committees, both standing and ad hoc.
- c. Each faculty member shall participate in a College-approved faculty evaluation process that includes continuous improvement in teaching and instruction, professional development, and college service.

Section B. An instructional hour is a calculation which is derived from credit hours and/or contact hours for a course. For purposes of calculation of instructional hours, the following will be used:

1. Lecture Hours--One instructional hour equals one lecture hour.
2. Applied music lessons--One instructional hour equals one and one-half hours of private lessons.
3. Professor supervised labs in Art, Astronomy, Interdisciplinary Science, Nursing, Emergency Medical Technology, Respiratory Therapy, Biological Sciences, Chemistry, Physics, and Geology (professor always present)--One instructional hour equals one lab hour.

Section C. An instructional overload for a teaching faculty member is defined as instructional hours carried by the faculty member in excess of the normal teaching workload specified in Section A(1) of this Article. To be eligible, a faculty member must have received a satisfactory performance evaluation; however, a faculty member is not required to accept an overload. Should a faculty member accept an overload, all of the following rules and procedures shall apply:

1. For either the Fall or Spring semester, a faculty workload of seventeen (17) instructional hours will generate a two (2) instructional hour overload.
 - a. For each instructional hour carried beyond seventeen (17) instructional hours, the faculty member will receive overload pay for one (1) overload hour.
 - b. Assignment of instructional overload hours must be approved by the Dean. The maximum faculty workload beginning January 1, 2014 is twenty-one (21) instructional hours for the Fall, Spring, or contract assigned Summer semester, and any instructional hours beyond twenty-one (21) must have the specific approval of the Provost/VPAA.

Section D. It is the responsibility of the supervisor to develop teaching assignments in collaboration with faculty. Consideration will be given to the faculty member's desires and departmental priorities in scheduling teaching loads during Fall and Spring semesters. A full-time faculty member, whose teaching load of 15 – 16 instructional hours as base load for Fall and Spring semesters has not been met, will have priority over part-time faculty assignments and full-time faculty overload assignments. The supervisor will make the final decision in determining a faculty member's teaching schedule.

6.8 LIBRARY FACULTY WORKLOADS

Section A. Library Faculty

1. Primary Responsibilities:

Library faculty are responsible for developing and maintaining collections, providing bibliographic access to all library materials, and interpreting these materials to members of the Edison State College community.

Specific services include individual and classroom instruction in the use of print and online library resources, online course instruction in the use of print and online library resources, online course instruction, and creation of new tools to enhance access to information and to promote information literacy. Library Faculty add to the sum of knowledge through their research into the information process and other areas of study.

- a. The basic contract for Library faculty is two hundred and eight (208) duty days. The appropriate supervisor may assign a maximum of twenty (20) of the days from the College's twelve-month duty day calendar. Library faculty are not required to accept contracts for more or less duty days than specified directly above.
- b. The normal work week for Library faculty shall be thirty-seven and one-half (37 and 1/2) hours and the normal work day shall be seven and one-half (7 and 1/2) hours. The specific hours of the day and days of the week to be worked by each faculty member shall be assigned by the appropriate area supervisor in accordance with the tasks to be performed and the faculty member's job description. Within the work areas where the tasks to be performed allow flexibility for the scheduling of faculty work hours, the area supervisor will consider the faculty member's input as the work schedule is developed.
- c. A Board approved job description will be available to each faculty member.
- d. Special program/service demands may require Library faculty members to work hours in excess of those specified in paragraph b. above. Such additional hours shall be at the discretion of the immediate supervisor, providing as much notice as reasonably practical. To the best of the supervisor's ability, remaining scheduled hours of work for the week may be adjusted to compensate for these additional hours.
- e. A Library faculty member may be asked to teach a credit class or classes in his/her area(s) of expertise outside of or beyond the required thirty-seven and one-half (37 and 1/2) hour work week. The Library faculty member is not required to accept such a teaching assignment. Should the faculty member accept such a teaching assignment, the faculty member will receive overload pay in accordance with the College's overload policies and procedures.

2. Other Professional Responsibilities

- a. Each Library faculty member shall attend all required scheduled college-wide meetings, campus-wide meetings and discipline/departamental meetings, unless on approved leave with authorization from the immediate supervisor.
- b. Library faculty members shall participate in College and educational committees, both standing and ad hoc.

- c. Each Library faculty member shall participate in a College-approved faculty evaluation process that includes continuous improvement in teaching and instruction, professional development, and college service.

6.9 COUNSELOR FACULTY WORKLOADS

Section A.

1. Primary Responsibilities

The primary responsibility of a Counselor is to engage in activities directly related to academic counseling and student related instructional issues. Each faculty member must satisfy the minimum requirements established in the Board approved job description. The College shall provide the necessary support services and personnel to enable each Counselor to perform his or her responsibilities, which shall include the following:

- a. The basic contract for Counselor employment will be one hundred ninety-three (193) duty days. The appropriate supervisor may assign a maximum of twenty (20) of these days to each of these faculty from the College's twelve-month duty day calendar. Faculty members are not required to accept contracts for more or less duty days than specified in this Section directly above.
- b. The normal work week for a Counselor shall be thirty-seven and one-half (37 & 1/2) hours, and the normal work day shall be seven and one-half (7 & 1/2) hours. The specific hours of the day and days of the week to be worked by each faculty member shall be assigned by the appropriate area supervisor in accordance with the tasks to be performed and the faculty member's job description. Within work areas where the tasks to be performed allow flexibility for the scheduling of faculty work hours, the area supervisor will consider the faculty member's input as the work schedule is developed.
- c. A current Board approved job description will be available to each faculty member.

- d. Special program/service demands may require Counselors to work hours in excess of those specified in paragraph b. above. Such additional hours shall be at the discretion of the immediate supervisor, providing as much notice as reasonably practicable. To the best of the supervisor's ability, remaining scheduled hours of work for the week may be adjusted to compensate for these additional hours.
- e. A Counselor may be asked to teach a credit class or classes in their area(s) of expertise outside of or beyond the required thirty-seven and one-half (37&1/2) hour work week. The Counselor is not required to accept such a teaching assignment. Should the Counselor accept such a teaching assignment, the faculty member will receive overload pay in accordance with the College's overload policies and procedures.

2. Other Professional Responsibilities

- a. Each faculty member shall attend all required scheduled district-wide meetings, campus-wide meetings, and discipline/departmental meetings, unless on approved leave with authorization from the immediate supervisor.
- b. Faculty members shall participate in College and educational committees, both standing and ad hoc.
- c. Each faculty member shall participate in a College-approved faculty evaluation process that includes continuous improvement in teaching and instruction, professional development, and college service.

6.10 DEPARTMENT CHAIR

The appointment process and stipend for Department Chair are considered a part of the Collective Negotiations Agreement. However, the duties of the department Chair are defined in COP 03-0102 (updated Fall 2013) by the Provost/VPAA and are not negotiable and may not be grieved under the terms of this agreement. A job description describing the duties and responsibilities of the Department Chair will be prepared by the Provost/VPAA and will be provided to an elected or appointed Department Chair at the beginning of the new term of office. Department Chairs work from the beginning of the faculty duty days during the academic year

and are responsible for a minimum equivalency of 6 weeks work in the summer. The Provost/VPAA will provide training for first-time Department Chairs as well as continuing administrative professional development training for continuing Department Chairs. Only full-time faculty on continuing contract are eligible for the position of department chair. In those rare cases of few eligible continuing contract faculty in a department, the Provost/VPAA may authorize eligibility for non-continuing contract faculty. Department Chairs report to the appropriate Academic Dean.

Section A: Election of Department Chairs

Beginning in the 2013-2014 year, approximately one-third of the Department Chairs will be elected each year. Department chairs will be elected for three year terms. All full-time faculty will be eligible to vote for Department Chair in their department of assignment. The Provost/VPAA will maintain a list of the primary department of assignment for all full-time faculty. In the final year of the three year term between March 1st and March 22nd prospective candidates must submit a memo of nomination to the Provost/VPAA citing qualifications for the position of Department Chair. The Provost/VPAA will select the eligible candidates for election and will provide the most senior member of the department not nominated for consideration by March 31st a sample ballot containing the names of all acceptable candidates for the position of department chair. In cases where faculty who have been nominated but not included on the ballot, a letter of explanation will be provided by the Provost/VPAA to that faculty member. The most senior member of the department not nominated for consideration will conduct an election by secret ballot and for at least 5 business days between April 1 and April 15th. Results of the election will be sent to the Provost/VPAA. All appointments shall be effective August 1st and will continue for three years culminating on July 31st of the third year. A faculty member may only be elected for two consecutive terms.

Section B: Temporary/Extended Vacancy of Department Chair

Any vacancy in the position of Department Chair shall temporarily be filled by appointment of the Provost/VPAA until the next election cycle. In the event of a temporary

vacancy of more than two weeks but less than twelve weeks in the position of Department Chair, the Provost/VPAA may appoint a temporary chair to serve until the Department Chair is able to resume his/her duties. If it becomes apparent that any vacancy will be in excess of twelve (12) weeks, a special election will be held as soon as reasonably possible in the manner described in Section A to elect a temporary chair to serve until the Department Chair is able to resume his/her duties or the end of the Department Chair's term.

Section C: Evaluation of Department Chair

Each department chair will be evaluated annually by the Dean and Provost/VPAA by May 1st on the performance of their administrative duties as described in the job description they were given at the beginning of their most recent term. Department Chair evaluation will include an anonymous survey by all full-time faculty in that department. Evaluations will contain a summative measure of Exceeds Requirements, Meets Requirements, or Does Not Meet Requirements. The Provost/VPAA may decide to remove a Department Chair who has been evaluated as Does Not Meet Requirements and such removal may not be grieved under the terms of this agreement.

Section D: Chair's Stipend and Workload Equivalent

Department Chairs will receive a stipend of \$9,000 for the year (fall, spring, and summer). In addition, they will receive a workload equivalent of 6 hours assigned time per semester for the Fall and Spring semesters. Maximum workload for department chairs will be 19 workload units per semester (including the 6 for assigned time) for the Fall and Spring semesters. Chairs are expected to work the equivalent of 6 weeks in the summer.

6.11 PROGRAM COORDINATORS

Section A. The creation of baccalaureate degrees and other highly specialized programs have increased the need for highly specialized faculty members to guide and monitor specialty areas of teaching and learning. Program coordinator assignments can be requested by a Dean and

created by the Provost/VPAA when needed. A part-time instructor shall be appointed only if there is not a qualified full-time faculty member available or willing to accept the assignment.

Section B. The duties and compensation of the coordinator shall be listed in writing and agreed to by the faculty member and Provost/VPAA before the assignment begins. Compensation shall be in the form of hour(s) of assigned time or a stipend and not to exceed one year. The final agreement concerning compensation and duties will be made available to the Union President at the time of approval.

Section C: Generally, the Program Coordinator will assist the Dean (to whom they are assigned) with the assessment of student learning, recruitment and training of adjunct faculty, and completing required federal, regional or state reports.

Section D: The Provost/VPAA in consultation with the appropriate Dean selects the Coordinator at his/her discretion and the role may be assigned to a full-time faculty member, adjunct faculty member, or administrator.

6.12 FACULTY CONTRACTS

Section A. Faculty members will seek to qualify for and the Board may grant continuing contracts in accordance with the provisions of the State Board of Education Rule 6A-14.0411 and applicable policies of the Board of Trustees.

Section B. Faculty members on annual contract whose contracts are not to be renewed will be notified in writing by the appropriate Dean not later than April 1, each year.

Section C. A Faculty Contract Recommendation Form will be completed for review by the faculty member prior to April 1, each year. This form will contain in summary format the supervisor's recommendations concerning the contract/employment status, salary status, and contract period for the faculty member for the succeeding year. The faculty member will have

five (5) working days to review this form, discuss its contents with his/her supervisor, sign the form, append any comments, and return it to his/her supervisor.

6.13 FACULTY TRANSFERS

Full-time faculty members shall have the right to seek a transfer to an announced vacancy for which they meet the advertised minimum qualifications, as follows:

Section A. When a faculty vacancy becomes available and is approved to be filled through the College's standard employment processes, regularly appointed full-time faculty may apply for a transfer.

Section B. Full-time faculty will be provided notice that a faculty vacancy will be advertised through the College's email system. Interested faculty must then notify the HR Employment Manager within five (5) working days by email if there is an interest in being considered for transfer.

Section C. Full-time transfer applicants who meet the minimum qualifications for the position and who have an overall satisfactory evaluation rating on the most recent evaluation will be considered for the position before external applicants. A transfer screening committee shall be appointed by the appropriate academic dean to review requests for transfer. The committee shall be composed of a minimum of three (3) members, the majority of whom shall be faculty and shall include a minimum of at least one (1) faculty member, preferably on a continuing contract, from the specific discipline of the position. The transfer screening committee shall make a recommendation to the appropriate Dean who makes his/her recommendation to the Provost/VPAA. The Provost/VPAA makes the final decision on faculty transfer.

Section D. In the event that a transfer request is denied and before external applications are opened for regular departmental screening committee review, the hiring administrator will notify the transfer applicant in writing as to the reason for denial of the transfer request and shall state the specific criteria used to reach the decision.

6.14 COPYRIGHTS AND PATENTS

In accordance with Edison State College Board of Trustees policy 6Hx6:2:02 the Administration and the Board of Trustees encourages the faculty to develop and produce educational work products which can be copyrighted.

1. All work products subject to copyright produced by faculty utilizing College facilities and equipment shall be the property of Edison State College.
2. Should a faculty member develop a work product as a result of his/her individual initiative, without the use of Edison State College's facilities and/or equipment ownership shall reside with the individual faculty member.
3. The College Board of Trustees shall consider the relative contribution by faculty in the development of such work products, and may enter into binding agreements with faculty which shall establish the percentage of ownership of such copyrights, and each party's respective rights and obligations.

6.15 SALARY PAYMENT SCHEDULE

Section A. Instructional faculty will be paid their annual contracted salary in twenty four (24) equal payments beginning with the second payroll in August. They may elect to receive their last six (6) paychecks on the last payday in May in the manner they normally receive their paychecks. A signed election form requesting payment for the last six (6) paychecks on the last payday in May must be filed with Human Resources by March 1 or the faculty member will receive twenty-four (24) payments between the second payroll in August through the first payroll in August of the following calendar year.

Section B. In the case of a faculty member who is discharged or who resigns prior to the completion of his/her contract, final salary payment will be made immediately following certification by the supervisor and the Finance and Accounting Office that all the employee's obligations to the College have been completed or resolved, said certification to take place as soon as possible following the employee's last duty day.

Section C. Overloads will be paid on the regular instructional paydays for each month for all instructional hours earned during the month.

6.16 FACULTY APPEARANCE BEFORE THE BOARD OF TRUSTEES

Any faculty member may submit to the College President in writing an item to be placed on the agenda of the Board of Trustees meeting for the purpose of expressing personal or collective faculty viewpoints provided:

1. The written request is received by the Office of the College President at least ten (10) working days prior to the scheduled Board meeting;
2. The written request specifies the subject to be discussed;
3. The subject to be discussed is not a proper subject for collective negotiations;
4. The subject to be discussed is not subject to the Grievance Procedure, as described in Article 8;
5. The maximum time allowed for presentation of views on any one subject shall be five (5) minutes (the time limit for the discussion of the item may be extended or reduced by the Board); and
6. The number of subjects to be discussed would not preclude the expeditious consideration of other items on the agenda by the Board.

6.17 ATTENDANCE AT UNION MEETINGS

Section A. The College shall not grant temporary duty assignment for a faculty member to attend Union affiliate meetings or to participate in any Union activities. Neither will the College bear any expense for faculty attendance at such meetings or participation in such activities.

Section B. Any faculty member desiring to attend Union affiliate meetings or to participate in Union activities during College prescribed duty days and duty hours for that faculty member shall be required to obtain the written approval of the appropriate supervisor for a leave of absence without pay.

Section C. As an exception to Section B. above, any faculty member desiring to attend Union affiliate meetings or to participate in Union activities during College prescribed duty days and duty hours for that faculty member may utilize a maximum of two (2) days personal leave per fiscal year, chargeable to accumulated sick leave. Such absence must have prior approval of the immediate supervisor and provisions must be made for appropriate coverage of the faculty member's duties and responsibilities during the intended absence.

6.18 SAFETY

Section A. If a condition exists which a faculty member feels represents a violation of safety, health rules, or regulations, or which presents an unreasonable hazard to persons or property, it shall be communicated to his/her immediate supervisor or the supervisor's designee for corrective action. Such corrective action as deemed appropriate by the College shall be implemented in accordance with College policy and with Florida Statute §877.13.

Section B. Disruptive Student in Class - If a faculty member feels a student in his/her class is disrupting the learning environment, the student shall be referred to the appropriate Dean or supervisor to investigate the matter. If the Dean or supervisor feels that further action is warranted, he/she will take appropriate action, which may include consultation with the Dean of Student Affairs who may decide to administer the student code of conduct and due process.

Section C. All current and new faculty members shall submit to and successfully pass a Level II Background Screening as described in 102.315 FAC as a condition of continuing or new employment with the College.

6.19 COPY OF AGREEMENT

Once the Collective Negotiations Agreement has been approved by all parties, the College will ensure that an electronic copy is posted in order to allow access for all members of the Bargaining unit.

6.20 FACULTY OFFICES

The College will provide each faculty member with office space of 80 sq. ft. to the extent such space is available within the College and otherwise not currently in use. All faculty office spaces will be equipped with at least one (1) computer, one (1) desk, two (2) chairs, at least one (1) two-drawer file cabinet, and one (1) book storage area.

6.21 REDUCTION OF FACULTY

Section A. Prior to any general reduction of the number (layoff) of faculty in the bargaining unit arising out of economic or operational considerations, the reduction shall be subject to discussion between the ESCFF and the College. The College will make every effort to notify the ESCFF as soon as possible of anticipated layoff dates. During the period following the notice to the ESCFF of the intent to reduce force, the College agrees to meet at reasonable times and places for such discussion. 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.

Section B. Based on the nature of the cause for reduction, the College will determine the number and types of faculty positions to be reduced. The number and types of positions may not be grieved.

Section C. Once the number and types of positions to be reduced is determined, the College may transfer faculty between campuses or between departments to avoid releasing faculty from employment.

Section D. In general practice no continuing contract faculty member shall be released until all annual contract faculty serving in the discipline, or any discipline in which continuing contract faculty are credentialed and qualified to teach, have been considered for release from employment. The decision by the Board of Trustees under FLDOE rule 6A-14.0411 on which faculty members to release is final.

Section E. Under provision of FLDOE rule 6A-14.0411, unit members credentialed and qualified to teach within an affected academic discipline or vocational/technical program will be assigned reduction in force (RIF) points for use only within that academic discipline or vocational/technical program to assist in selecting the unit member(s) to be considered for release from employment. The point total accrued by each member will be considered by the College in making its selection, with the unit member with the lowest point total being the most vulnerable to release. Should the College select a unit member for release who has a higher point total than that of a unit member in the same discipline or program who is not being released, the College will state reasons for its selection in writing furnished to the released unit member and the ESCFF. A faculty member selected for release due to reduction in force will be given at least sixty (60) days notice prior to the effective date of release.

RIF points will be assigned as follows:

1. Years of service and continuing contract
 - a. holding continuing contract for 1-3 years, 1 point
 - b. holding continuing contract for 4 or more years, 2 points
 - c. each year of full-time employment as faculty in the affected academic discipline or vocational/technical program, ½ point up to maximum of 5 years
2. Academic Preparation
 - a. Doctorate, 3 points
 - b. Master's +60, 2 points
 - c. Master's +30, 1 point
3. The appropriate Dean may decide to add up to a maximum of 3 points based on the faculty member's portfolio(s) evaluation and taking into account the criteria listed in Florida Board of Education Rule 6A-14.0411 sections (3)(a) and (3)(b).

Section F. The provisions of this Article do not apply to terminations or suspensions for cause, or to non-renewals on the basis of considerations relating to the individuals involved, but only to general reductions in force arising out of the economic or operational considerations envisioned in State Board of Education Rule 6A-14.0411.

Section G. Any faculty member laid off within the context of this Article may request in writing to be kept on an active faculty applicant list for a period of one year following such lay off. The request must contain the mailing address where a faculty member can be reached during the one year. Should a vacancy occur within the faculty member's field of expertise within that one year, the faculty member will be notified of the vacancy. The faculty member may apply for that position and shall be considered therefore in accordance with normal hiring procedures.

6.22 LEAVES OF ABSENCE

Leaves of absence for a faculty member may be granted in accordance with the provisions of appropriate Federal laws, Florida Statutes and State Board of Education Rules for the Florida College System and the provisions for implementing those statutes and rules through the rules, procedures, and policies of the Board of Trustees. Such leaves of absence shall include any leave required by law and may include Professional Leave and Personal Leave Without Pay.

In accordance with Florida Statute §1012.865, any full-time faculty member who is unable to perform his or her duties at the College as a result of personal sickness, accident disability, or extended personal illness, or because of illness or death of the employee's father, mother, brother, sister, husband, wife, child, or other close relative or member of the employee's own household, and who consequently has to be absent from work shall be granted leave of absence for sickness by the appropriate College official.

6.23 SABBATICALS

The sabbatical program is designed to promote professional development opportunities for faculty. After the completion of at least three (3) years on continuing contract and having had a minimum of five (5) or more years of consecutive uninterrupted full-time faculty employment at the College, any continuing contract faculty member will qualify for consideration for a sabbatical subject to the conditions described in Sections A, B, and C. Sabbaticals are awarded for Fall or Spring semester (one semester) or Fall and Spring semester

(one year). If a faculty member has been awarded and successfully completed a sabbatical, they may not reapply for a second sabbatical until they have served eight (8) or more years (post sabbatical) of consecutive uninterrupted full-time faculty employment at the College.

A representative (ad-hoc) Sabbatical Committee, appointed by the Provost/VPAA, will review all sabbatical applications and rank them according to the criteria in Section A. The Sabbatical Committee will be representative of the academic divisions of the College and will be composed of continuing contract faculty members. Applicants for consideration for a sabbatical may not serve on the Committee. Upon completion of their work, the Sabbatical Committee will forward up to three applications to the Provost/VPAA for consideration. The Provost/VPAA will review these ranked applications and may make a recommendation to the College President.

Section A. Procedures for Sabbatical Application

The Sabbatical Committee will notify and provide a sabbatical application form to eligible faculty by October 15. The application shall include information regarding purpose, specific plans, academic programs to be pursued and expected outcomes and benefits to the College. Applicants shall submit this form to the Sabbatical Committee with a copy to the appropriate Department Chair and Dean by January 15 for the following academic year. Later submission may be acceptable depending on extraordinary circumstances.

The Sabbatical Committee, using the formula specified below, will review all sabbatical applications and make a recommendation to the Provost/VPAA who then recommends to the College President. In the review of any sabbatical application, the potential benefit to student learning and student success will help guide the Committee.

1. Points for uninterrupted full-time faculty employment (interrupted service means a resignation or official separation from the college that requires rehiring) with the College will be given in the following manner:
 - a. One (1) point for each year up to ten (10) years of full-time faculty employment.
 - b. The second and succeeding applicants (based on seniority) from any one discipline will receive ½ point for each year up to ten (10) years.

2. Relevance of proposed leave-to-work assignment:
 - a. Applicants for sabbatical to complete course work, occupational experience, and/or other professional activities directly related to their teaching, counseling, or librarian assignment and having the potential to enhance student learning may receive up to a maximum of five (5) additional points.
 - b. A maximum of five (5) additional points may also be awarded based upon criteria identified on the sabbatical application form developed by the ad-hoc Sabbatical Committee.

Applicant's points shall be summed up with the totals determining the rank or order of eligibility. In the case of a tie, a candidate working toward advanced degrees directly related to his/her work assignment will receive top priority.

The Provost/VPAA may assign top priority and recommend to the Board one (1) sabbatical candidate regardless of the point system in order to allow that full-time faculty member to maintain full-time employment by becoming qualified in a field needed by the College and where the full-time faculty member may need to be retrained to continue full-time employment.

Up to three (3) full-time faculty members on continuing contract may be granted sabbaticals through the College President's recommendation and the Board's approval in any one (1) year providing suitable replacements can be found.

Final approval for the granting of sabbaticals is a decision of the College Board of Trustees following the recommendation of the College President. Faculty members shall generally be notified of the approval or denial of the sabbatical immediately following the March Board meeting.

Section B. Conditions

Faculty who are in DROP may not apply for a sabbatical.

The Human Resources Office will be responsible for certifying the points to be awarded in Section A. 1 (a and b) of this agreement.

The faculty member agrees to return to the College for one (1) year of full-time professional service immediately following the leave. If the faculty member fails to return (other than because of medical disability when such return shall be deferrable until the faculty member is able to return), all compensation, including fringe benefits, received by the faculty member during the period of sabbatical shall be repaid to the College and such promised repayment shall be appropriately secured as part of the agreement embodying all of the conditions of sabbatical, which agreement shall be executed by the parties prior to the onset of the leave.

Evidence of compliance with the purpose for which the sabbatical was granted shall be presented to the Provost/VPAA at the completion of the leave.

Any change of plans from the stated purpose, contained in the original application, must be approved by the College President and the Board. If it becomes impossible to utilize the leave for the purpose for which it was granted, notice must be given to the College President by June 1 of each year.

Section C. Other Employment During Sabbatical

Faculty members shall not be employed from any other source during the period of the sabbatical except from stipends awarded as part of a grant program. In such cases where faculty accept grant money for research work, the total compensation for the period of the sabbatical may not exceed 125% of the faculty's base salary for the same time period from the previous year.

Section D. Final Report

Within two months following the completion of the sabbatical, the faculty member will submit a written report to the Provost/VPAA. The report should contain an evaluation of the success of the sabbatical in achieving the objectives described in the application. The Provost/VPAA may request that the faculty member also do a formal oral presentation for other faculty and members of the College community.

Section E. Compensation

Compensation during the sabbatical period shall be one half (50%) for a full year or one hundred percent (100%) for a semester of the base salary of the faculty member.

ARTICLE 7

FACULTY EVALUATION AND CONTINUING CONTRACT

Section A. Each faculty member on an annual contract will be evaluated annually through a teaching portfolio on four components of their performance to which flexible weights are assigned. The four roles are Teaching, Professional Development, College Service, and Community Service. The teaching role is further delineated into four sub-categories that include the following criteria: Content Expertise, Instructional Design, Instructional Delivery, and Instructional Management Skills. Overall, evaluation is recorded on standard evaluation forms and measured in accordance with a four-category Standard Performance Rating Scale as defined through the Faculty Evaluation Handbook. The criteria for portfolio evaluation will be defined through the process outlined in Section C of this Article which, when approved by the Edison State College Board of Trustees, will become the mechanism by which to award continuing contract.

Teaching portfolios will allow evaluation of annual contract faculty on such criteria as:

1. Continuing professional development
2. Currency and scope of subject matter knowledge
3. Relevant feedback from students
4. Contributions of service to department, college, community
5. Documented assessment of student learning gains
6. Course completion rates
7. Other criteria vary by subject matter expertise (ex: success of students on certification exams, employer feedback, job placement rate, graduation rates, etc.)

Section B: In order to be eligible for continuing contract faculty shall complete at least five (5) years of satisfactory service based on criteria set forth in COP 03-1102 (as finalized in Fall 2013 in process described in Section C) at Edison State College during a period not to exceed seven (7) years. Service shall be continuous except for duly authorized leaves.

Section C. The faculty evaluation process set forth in COP 03-1102 (to be updated Fall 2013) is developed by the Provost/VPAA in collaboration with a Faculty ad-hoc committee. State Board

of Education Rule 6A-14.0411 (effective April 23, 2013) describes the role of the College Board of Trustees and establishes criteria to be used in determining eligibility for Continuing Contract. With the exception of the 2013-2014 academic year, modifications to COP 03-1102 for implementation in the next academic year will be completed by May 1 of the preceding academic year. In recognition of the need to update COP 03-1102 in fall 2013, the College is cognizant of the fact that State Board of Education Rule 6A-14.0411(3) clearly delineates that “Each board of trustees, after receiving a recommendation from the president and ensuring that input has been received from faculty, shall establish criteria which must be met by a full-time faculty member before a continuing contract may be awarded.” As soon as possible in the Fall semester 2013, the Provost/VPAA will gather input from faculty and recommend a draft updated COP 03-1102 to the College President. The College President will assist the College Board of Trustees in developing Edison State College Board of Trustees Rule 03-05 Employment Contracts for Full-Time Faculty as described in State Board of Education Rule 6A-14.0411. Edison State College Board of Trustees Rule 03-05 will allow the Administration to finalize COP 03-1102. The College Board of Trustees as part of its deliberations in the Fall 2013 will consider SBOE Rule 6A-14.0411(10) as to whether “In order to provide for a transition period for full-time faculty in the process of being considered for continuing contracts” it will “provide an exemption from the time requirement set forth in paragraph (2)(a) of this rule for full-time faculty being considered for an award of continuing contract during the 2013-2014 and 2014-2015 fiscal years.”

Section D. Full-time Temporary Faculty

The Board of Trustees reserves the right to approve new faculty positions not eligible for continuing contract. Faculty hired in these positions may be awarded multiple year contracts, annual contracts, or contracts of less than one (1) year. No multiple or consecutive year contracts (not eligible for continuing contract) may be established for more than three (3) years with an individual.

Section E. Each faculty member on Continuing Contract will be evaluated every three (3) years unless the supervisor feels that a special evaluation is warranted due to problems or concerns regarding the faculty member's performance. Should the necessity arise for such a special evaluation, it will deal only with the problems noted by the supervisor. As described in State

Board of Education Rule 6A-14.0411 (7a) The Board of Trustees may, upon recommendation of the College President, terminate a full-time faculty employee under continuing contract or return the employee to an annual contract, for failure to meet post-award performance criteria, or, for cause in accordance with college policies and procedures upon the recommendation by the College President and approval by the Board. In general practice and except in cases of serious breach of faculty responsibilities or unlawful offence(s), a continuing contract faculty member will be given at least one year to rectify the shortfalls identified in the portfolio review process. The president or designee shall notify the full-time faculty employee in writing of the recommendation and shall afford the full-time faculty employee the right to formally challenge the action in accordance with the policies and procedures of the college. As an alternative to the hearing rights provided by college policies and procedures, the employee may request an administrative hearing in accordance with Chapter 120, F.S., by filing a petition with the board within twenty-one (21) days of receipt of the recommendation of the president.

Section F. In collaboration with the appropriate department chair, teaching faculty will be evaluated by their immediate academic administrator. Library faculty and Counselors will be evaluated by their designated supervisor. If a faculty member teaches online, the e-Learning Dean shall have input to the evaluation.

Section G. Each teaching faculty member will be evaluated annually by his/her students in the form, format, and procedure prescribed by the administration, and the results will be discussed by the faculty member and his/her supervisor. The summary of these results will be distributed to the faculty member in a timely manner.

Section H. The administrator performing the evaluation will hold an evaluation conference with the faculty member for the purpose of discussing the complete evaluation including identification of deficiencies and suggestions for improvement. The faculty member shall have a maximum of five (5) working days to review the evaluation prior to finalizing the evaluation. The faculty member shall sign the evaluation acknowledging that he/she has had the opportunity to discuss the evaluation with the evaluator and to respond to the materials presented.

Section I. Once the faculty member has signed the evaluation and appended any comments, the evaluation will then be submitted to the next ranking supervisor for review, comments and signature. All full-time faculty evaluations will be reviewed by the Provost/VPAA. The evaluation will then be forwarded to Human Resources, the custodian of the personnel records, who will provide the faculty member a copy of the completed evaluation. The faculty member will have five (5) working days from the date he/she receives the completed evaluation to respond in writing or in person to any additional comments placed in the evaluation. At the end of this five (5) day period, the complete evaluation with all addenda will be placed in the faculty member's permanent personnel folder.

Section J. Any alleged false or alleged misleading information in the evaluation will be reviewed by the Provost/VPAA upon written request, and removed if determined false or misleading by the Provost/VPAA. However, no dispute over an interpretation of "false" or "misleading" will be subject to the Grievance Procedure, Article 8. The professional judgment of the evaluator is not subject to the Grievance Procedure, Article 8.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 DEFINITIONS

1. A "grievance" is defined as, and limited to, a written claim filed by an individual member of the faculty or a group of faculty members alleging a violation of a specific term or provision of this Agreement.
2. The "aggrieved person(s)" or "grievant(s)" is defined as the individual faculty member or group of faculty members filing the grievance.
3. A "working day" when used in this Article shall mean, except where otherwise indicated, any day (Monday through Friday) when the College is officially open for business.

8.2 SELF-REPRESENTATION

The faculty member may at any time represent himself/herself in any proceedings. The Union President or designee shall be informed of all meetings to discuss grievances and shall have the right to have a non-participating observer present at all such meetings.

In the event that self-representation is invoked by the faculty member, the College President's designee will promptly send to the President of the Union or designee a copy of the filed grievance.

8.3 REPRESENTATION BY THE UNION IN THE PRE-GRIEVANCE INFORMAL DISCUSSIONS

Any faculty member may have a Union representative present during the Pre-Grievance Informal Discussions provided the following conditions are met:

1. The specific Article and Section of the Agreement where the alleged violation has occurred are noted by the supervisor.
2. The subject to be discussed is believed to be a potential grievance as defined in Article 8.1.

8.4 REPRESENTATION BY THE UNION IN THE FORMAL STEPS OF THE GRIEVANCE PROCEDURE

If the faculty member notifies the Union and the College in writing that he/she desires representation by the Union, the faculty member shall have the right to be exclusively represented by the Union beginning with the written filing of the grievance with the College President's designee and at all times thereafter until resolution of the issue.

8.5 CONSISTENCY

No resolution of any grievance or potential grievance (through informal discussions or through the formal grievance process) will be inconsistent with the terms of this Agreement.

8.6 INVESTIGATION OR PROCESSING OF GRIEVANCE DURING WORKING HOURS

During the preparation and processing of a grievance, the faculty member is to perform all his/her assigned duties and responsibilities. The sole exception to this is that noted under Article 8.14, Section A.

8.7 FILING

No grievance will be considered valid or processed unless the following conditions are all met:

1. The grievance is submitted in writing on the appropriate College form provided upon request to a faculty member and/or the Union and signed by the grievant(s);
2. The specific Article and Section of this Agreement are cited where the alleged violation of the Agreement has occurred;
3. The alleged violation is specified in detail with pertinent facts;
4. The specific remedy being sought is specified;
5. The grievance is timely submitted; and
6. The alleged violation of the Agreement has resulted in the deprivation of a right or benefit expressly conferred by the Agreement.

8.8 TIME LIMITS

The time limits delineated throughout this Article shall be strictly adhered to by all parties unless specific time limits are extended by mutual consent in writing by the parties. The number of days at each level of the procedure is considered as maximum and the parties will endeavor to expedite the process whenever possible.

Failure of the grievant to process the grievance within the time limits specified shall result in dismissal of the grievance. Failure of the Board or the administration or their representatives to take the required action within the time limits specified shall entitle the grievant to proceed to the next step of the procedure.

8.9 ELECTION OF REMEDIES

The commencing of legal proceedings against the Board or any administrator or managerial employee employed by the Board or any member of the Board in a court of law or equity or before PERC, or before any other administrative agency, by a faculty member or a group of faculty members for alleged violations of the expressed terms of this Agreement shall be deemed a waiver by such faculty member or group of faculty members of the ability to resort to the grievance and arbitration procedure contained herein for resolution of the alleged violation of the terms of this Agreement.

Likewise, the utilization of the grievance procedure in this Agreement for the resolution of alleged violations of this Agreement shall constitute a waiver of any rights of the faculty member or group of faculty members to judicial review of agency actions pursuant to Florida Statutes, Chapter §120.

8.10 PRE-GRIEVANCE INFORMAL DISCUSSION

In the event that a member of the faculty believes that he/she has a basis for a grievance (and before a formal written grievance is filed), the faculty member shall first informally discuss the basis of the grievance with the immediate administrative supervisor within thirty (30) working days from the alleged violation of this Agreement. The immediate administrative supervisor will render a verbal decision to the faculty member within fifteen (15) working days from the date the first discussion was held. In the event the immediate administrative supervisor is not available during the thirty (30) working days following the alleged violation, the faculty member will meet with the

acting supervisor and express his/her intent to pursue the informal discussion procedure. If the alleged grievance is with the immediate administrative supervisor, the Pre-Grievance Information Discussion will be pursued upon the return of the immediate supervisor. Otherwise, the acting supervisor will serve instead of the immediate supervisor.

8.11 FORMAL GRIEVANCE PROCESS

Section A. Step One. If, after informal discussion with the immediate administrative supervisor or acting administrative supervisor, the faculty member is not satisfied with the decision resulting from these discussions, he/she may file in writing, on the appropriate College form a formal grievance signed by the aggrieved person(s). The grievance shall be filed with the College President's designee within ten (10) working days from the date the verbal decision was given by the supervisor in Article 8.10. The College President's designee will investigate the grievance in any manner he/she deems appropriate, so long as parties to the grievance are allowed to present evidence and argument to support their positions. The College President's designee will reduce his/her findings of fact and recommendations to writing and will forward these to the College President within fifteen (15) working days from the date the grievance is received by the College President's designee. The decision of the College President's designee will be communicated to the aggrieved person(s) by either certified mail or hand delivery.

Section B. Step Two. If the aggrieved person(s) is not satisfied with the decision of the College President's designee, the decision may be appealed to arbitration. The decision to appeal to arbitration will be in writing, addressed and sent to the College President, and received within ten (10) working days after receipt of the Board's final action by the aggrieved person(s). Arbitration under this Agreement shall be limited to those grievances processed through the steps of the Grievance Procedure. The aggrieved person(s) or the Union shall have the right to withdraw the request to seek arbitration at any time.

8.12 SELECTION OF THE ARBITRATOR

Within ten (10) working days of receipt by the College President of the aggrieved person's notification to appeal to arbitration, representatives of the College President and the Union shall meet for the purpose of selecting an arbitrator. If, within ten (10) working days from the first date

the parties meet, the parties are unable to agree on an arbitrator, the parties shall jointly request in writing, from the Federal Mediation and Conciliation Service, a panel of five (5) arbitrators who must hold membership in the National Academy of Arbitrators. The Union shall strike the first name from the panel; the College shall strike the second name; the Union shall strike the third name; the College shall strike the fourth name; the remaining name shall be designated as the arbitrator and the Federal Mediation and Conciliation Service shall be so notified in writing by the parties.

8.14 AUTHORITY OF THE ARBITRATOR

Section A. The arbitrator shall be limited to the grievance submitted. The first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that he/she has no such power, the arbitrator shall make no decision or recommendations as to the merits of the grievance and the grievant shall be considered to be the losing party. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time.

Section B. The power of the arbitrator shall be limited, prospective in nature, and shall not extend to the revision of salary schedules, rates of pay, workloads, or work assignments. In cases involving discharge and/or suspension without pay, the arbitrator's power in such cases shall be limited to reinstatement and/or the amount of back pay due, if any. If the arbitrator's award includes back pay, special earnings from other sources shall be deducted from the award.

Section C. The decision of the arbitrator, if within the limitations of his/her authority as set forth herein and in Florida Statutes, Chapter §682, shall be final and binding. The arbitrator shall not have the power to add to, subtract from, modify, or alter the provisions of this Agreement. Arbitration shall be confirmed solely to the facts of the grievance and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

Section D. Where an administrator has made a judgment involving the exercise of discretion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has

violated this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the College to take appropriate corrective actions.

Section E. The arbitrator shall only have the power to hear or arbitrate grievances which arise under the terms and during the duration of this Agreement.

Section F. The decision or award of the arbitrator shall be final and binding provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Florida Statutes, Chapter §682.

8.15 CONDUCT OF THE HEARING

Section A. If it is necessary to hold arbitration proceedings during duty hours, parties to the grievance shall be excused from their other College duties without loss of pay for the duration of time they are needed in the proceedings for testimony.

Section B. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the Federal Mediation and Conciliation Service.

8.16 DISPOSITION

The decision of the arbitrator will be made in writing to both parties at the same time. The delivery of the decision will be made by certified mail, return receipt requested.

8.17 FILES

The original written grievance, the written appeals at each level/step, the written decisions at each level/step, and the written decision of the arbitrator will be maintained in a confidential file designated by the College President and separate from personnel files. A copy of the arbitrator's written decision shall be placed in the aggrieved person's permanent personnel file.

8.18 PROCESSING

The filing or pendency of any grievance or of arbitration proceedings under this Article shall not operate to impede, preclude, or delay the College from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or by failure to reappoint. In no event shall any faculty member, as a result of a pending grievance, receive compensation following cessation of employment.

8.19 COSTS OF ARBITRATION

If the arbitrator rules partially for the grievant and partially for the employer, the parties shall share equally in the total costs of arbitration; otherwise, the losing party shall pay the total costs of arbitration. However, expenses for witnesses shall be borne by the party calling them.

ARTICLE 9

ONLINE COURSES

9.1 e-LEARNING COMMITTEE

Administration, in collaboration with faculty, will be responsible for determining the policies and practices of the institution regarding online education. The procedures governing online delivery and its technologies should be recommended by the e-Learning Committee which is comprised of faculty teaching online courses and respective administrators. All recommendations of the e-Learning Committee will be sent to the Provost/VPAA for approval.

9.2 COURSE DEVELOPMENT

Section A. Course development is recognized as either 1) creating a new online course, 2) converting an existing course to the appropriate Edison State College online format, or (3) significant redesign of an existing online course.

Section B. Administration, in collaboration with faculty, shall determine which courses are appropriate to be offered online; the academic dean will initiate the process for online course development as found in the e-Learning policy manual. Textbook decisions for online courses follow the procedures outlined in Article 6.2 of this agreement.

Section C. When the College creates a new online course, the appropriate administrator will send out a Request for Proposal (RFP) to all faculty members. In the event that no Edison Faculty responds to the RFP, the College may acquire the online course by offering the RFP to other providers. A significant redesign of a course should always give primary consideration for redesign to the faculty member(s) who originally created the course. If the faculty member who developed the course is not included in the redesign team, he/she will be given a professional development plan that when completed will return them to their previous “primary consideration” status.

9.3 WORKLOAD/TEACHING RESPONSIBILITIES

Section A. Determination of class size for an online class should be based on pedagogical considerations and should not exceed the class size for traditional face-to-face instruction courses in the same discipline.

Section B. A faculty member teaching an online course shall conduct the normally expected total number of office hours. In order to accommodate online student needs, a prorated portion of the normally required office hours, not to exceed three (3) hours, may be held online if it is deemed appropriate by the faculty member and supervising Dean.

Section C. Assignments to teach an online course shall be based on the faculty member's request, verification of the faculty member's Edison State College e-Learning certification, or demonstrated proficiency in online instruction. The faculty member who developed the course will be given primary consideration to teach the online course contingent upon satisfactory evaluation. If the faculty member who developed the course is denied the opportunity to teach the online course, he/she will be given a professional development plan that when completed will return them to their previous "primary consideration" status.

9.4 EVALUATION OF ONLINE FACULTY

Section A. The College will evaluate faculty members involved in online instruction using College-approved evaluation instruments suited for this delivery modality. The College will require faculty who teach online courses to provide course access to their supervising Dean at the onset of instruction. If requested to do so by the supervising Dean, the Edison Online division leadership will provide data on online courses taught by faculty in their area (examples: completion rates, success rates, student course evaluation information).

ARTICLE 10

SALARY AND FRINGE BENEFITS

10.1 INSURANCE

Section A. For the duration of this Agreement, the Board agrees to provide to members of the bargaining unit the same major medical plan as provided to all other full-time regular employees of the College. The costs of such coverage for each bargaining unit member shall be borne by the College. The costs of family coverage shall be paid by the bargaining unit member, if such coverage is desired.

Section B. For the duration of this Agreement, the Board agrees to provide to members of the bargaining unit the same life insurance coverage as provided to all other full-time employees of the College. The costs of such coverage for each bargaining unit member shall be borne by the College.

10.2 SALARY

The parties agree that the salary schedule for members of the bargaining unit will be as described in Appendix B attached to and made a part of this Agreement. The College reserves the right to offer a faculty member an extended-length contract with a base salary adjustment up to 20% beyond the base salaries in Appendix B to provide for academic program needs. The College shall also have the unilateral right to grant salary adjustments for a finite period of time in order to provide an instructional support service, which would be performed above and beyond the faculty member's usual contracted services to the College. In such instances, the offer of a special or unique additional service may be accepted at the discretion of the faculty member. For any given year, any such adjustments (exclusive of those covered by sections A-C in Article 6.7 of this agreement) will be limited to no more than 20% of the individual faculty member's total salary rate. The final agreements concerning extended-length contracts, as well as compensation and duties for special or unique additional service, will be made available to the Union President.

10.3 TUITION SCHOLARSHIPS & TUITION REIMBURSEMENT

The College agrees to provide faculty Edison State College tuition waiver and/or other approved higher education organization tuition reimbursement as provided to all other full-time employees of the College.

10.4 TERMINAL PAY

Section A. Each member of the bargaining unit shall receive terminal pay for accumulated sick leave upon official retirement, in accordance with Florida Statute §1012.865 and College policies.

ARTICLE 11

RENEWAL AND TERMINATION

This Agreement shall be and remain in full force and effect for a period of three (3) years, from July 1, 2013 until midnight, June 30, 2016, subject to the following provisions:

Section A. During the term of three (3) years, as above provided, this Agreement shall be subject to annual reopening for bargaining concerning, and restricted to, economic matters, meaning salaries and fringe benefits having a monetary value. Either party shall have the right to initiate such annual negotiations, limited to economic issues, by giving the other party written notice, during the month of January prior to the July 1 beginning date of any contract year, of its desire to engage in such negotiations. The parties will then meet at reasonable and mutually convenient times and places for purposes of negotiating concerning such economic issues, and the laws and regulations applicable to public sector collective bargaining and impasse resolution, if necessary, shall apply.

Section B. Commencing with the year which begins July 1, 2016, this Agreement shall be automatically renewed for successive periods of one year each unless either party, during the month of March next preceding June 30, 2016, or during the month of March next preceding June 30 of any succeeding year, gives the other party written notice of intent to terminate this Agreement. In the event such notice is given, the parties shall proceed to meet at reasonable and mutually convenient times and places and to engage in bargaining for a new or renewal agreement, and the usual laws and regulations concerning contract negotiations and impasse resolution, if necessary, shall apply.

Section C. In the event that this Agreement is automatically renewed for any one-year period pursuant to Section B; either party shall still have the right to require bargaining, limited to economic matters, for the renewal year, provided that the party desiring such negotiations gives the other party, during the month of April prior to the beginning of the renewal year, written notice of its desire to engage in such negotiations. If such notice is given, the parties shall proceed to meet at reasonable and mutually convenient times and places to engage in negotiations on economic matters, and the laws and regulations governing bargaining and impasse resolution, if necessary, shall apply.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Lee County, Florida, as of the days and dates listed below:

**EDISON STATE COLLEGE
BOARD OF TRUSTEES**

By: _____ By: _____

Title: Provost/VPAA Title: President

Date: _____ Date: _____

By: _____

Title: Chairman of the Board

Date: _____

**EDISON STATE COLLEGE UNITED FACULTY OF FLORIDA
LOCAL 3513, AFFILIATED WITH AFT, AFL-CIO**

By: _____ By: _____

Title: Chairperson, Union Title: President, ESCFF
Bargaining Committee

Date: _____ Date: _____

Dues Deduction Authorization Form

for

Edison *State* College Faculty Federation, Local 3513,
Affiliated with United Faculty of Florida, AFT, AFL-CIO

Please enroll me immediately as a member of the United Faculty of Florida (FEA, NEA-AFT, AFL-CIO). I hereby authorize Edison State College to deduct United Faculty of Florida dues (1% of bi-weekly salary) from my wages.

Payroll dues deductions will be made, in an amount derived by dividing 1.0% of my annual contracted salary (exclusive of any supplemental contracts) by the number of my pay periods remaining in the fiscal year.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board and all of its officers or representatives from any liability thereof.

This deduction authorization shall continue until revoked by me at any time upon 30 days written notice to the payroll office. The authorization shall be cancelled and deductions stopped if:

- 1) I am no longer employed within the bargaining unit represented by the Edison College Faculty Federation; or
- 2) The Edison College Faculty Federation, Local 3513, affiliated with the United Faculty of Florida, AFT, AFL-CIO ceases to remain the certified bargaining agent for the faculty in the bargaining unit.

=====
Please print complete information

Last Name, First Name, MI: _____

Home Street Address: _____

City, State, Zip Code _____

E-mail address – Home _____

E-mail address – Office _____

Signature of Bargaining Unit Member
(for payroll deduction authorization)

Date

Please return this form to Frank Dowd, Treasurer, Edison State College Faculty Federation, Local 3513 Lee Campus, Rush Library, Room J-213

APPENDIX B
EDISON STATE COLLEGE
2010-2011 WAGE AND SALARY SCHEDULE

FULL-TIME FACULTY

A. NEW FACULTY NINE-MONTH CONTRACT SALARY FOR SEMESTERS FALL AND SPRING (For those faculty whose full-time contracts began on or after August 16, 2013):

SCHEDULE I: Bachelor's DegreeBase of \$ 46,770.06

SCHEDULE II: Master's DegreeBase of \$ 48,769.42

SCHEDULE III: Master's Degree plus 30 approved Semester Hours beyond
Master's or 45 approved Quarter Hours.....Base of \$ 50,766.96

SCHEDULE IV: Master's Degree plus 60 approved Semester Hours beyond
Master's or 90 approved Quarter Hours..... Base of \$ 54,764.75

SCHEDULE V: Doctorate.....Base of \$ 55,964.25

The following steps are to be followed in computing a new faculty member's salary:

1. The faculty member is placed on one of the five schedules above according to academic degree earned. The degree used for placement on the schedule must normally be in the subject area to be taught, with the approval of the Provost/VPAA.
2. \$200 is allowed an incoming faculty member for each year of verifiable teaching experience (10 years maximum), and this total is added to the base on the appropriate schedule.

B. RETURNING INSTRUCTIONAL FACULTY NINE-MONTH CONTRACT FOR SEMESTERS FALL AND SPRING (For those faculty whose full-time contracts began prior to August 16, 2013)

For 2013-2014, returning faculty member's contracted salary for nine (9) months (exclusive of any supplemental, substitute, overload, or unique or special contracts for instructional support services above and beyond the faculty member's usual contracted services to the College) will be increased by 2% on current salary effective August 16, 2013.

NOTE: No returning faculty member will earn less than the beginning salary for new faculty described in Section A. above.

C. CHANGES IN CURRENT PLACEMENT FOR FACULTY ON THE SALARY SCHEDULE

Verification of hours and changes in schedule placement must be approved by the Provost/VPAA and must be accomplished prior to September 15 for full year salary change and February 1 for second half of the year salary change. Verification shall be on the basis of official transcripts. The placement on a different schedule will be effective retroactively to the beginning of the contract year if verification is accomplished prior to September 15. Placement verified after September 15 but prior to February 1 will be effective with the second pay period in February. Once a faculty member is qualified in his or her subject area, any additional graduate hours may be counted, with prior approval of the Provost/VPAA for placement on Schedule III (Master's degree plus 30 graduate semester hours) and Schedule IV (Master's degree plus 60 graduate semester hours).

D. LIBRARY FACULTY AND COUNSELORS ASSIGNED TO A BASIC CONTRACT OF 208 DUTY DAYS :

For 2013-2014, the Library Faculty member's 2013-2014 contracted salary for two hundred and eight (208) duty days (exclusive of any supplemental, substitute, overload, unique or special contracts for instructional support services above and beyond the faculty member's usual contracted services to the College) will be calculated as 208 x the average daily rate of pay for the 2012-2013 contract (of 193 duty days). This amount will also be increased by 2% effective July 1, 2013.

E. NEW LIBRARY FACULTY AND COUNSELORS ASSIGNED A BASIC CONTRACT OF 208 DAYS

Salary Schedule Amount from Appendix B, Section A divided by 166 duty days (a daily rate of pay) x the total number of duty days to be worked (208 duty days).

F. SALARIES FOR FULL-TIME INSTRUCTORS USED AS SUBSTITUTES AND FOR SUPPLEMENTAL INSTRUCTIONAL HOURS (Effective 8/16/13)

Bachelor's	=	\$32.88	per contact hour
Master's	=	\$34.77	per contact hour
Master's+ 30	=	\$36.64	per contact hour
Master's+ 60	=	\$38.62	per contact hour
Doctorate	=	\$40.52	per contact hour

G. OVERLOAD PAY (Effective 8/16/13)

Full-time professors are paid for additional teaching beyond their normal contractual commitments during a regular semester, and for all Summer A, Summer B or a Summer A and B combination full-semester teaching on a per-instructional hour basis. The amount of pay is determined by (a) the degree held by the professor, and (b) the number of instructional hours of the additional teaching, as determined in Article 6.2 of this Agreement.

<u>Degree</u>	<u>*Per Instructional Hour</u>
Bachelor's	\$722
Master's	\$807
Master's+ 30	\$841
Master's+ 60	\$855
Doctorate	\$891

*Compensation for portions of an instructional hour shall be computed by multiplying the rate for one instructional hour by the appropriate fraction to be paid of the instructional hour.

H. INDEPENDENT STUDY, INDIVIDUAL PRACTICA, AND INDIVIDUAL COOPERATIVE INTERNSHIPS (Effective 8/16/13)

Full-time professors will be paid \$100.00 per credit per student for Independent Study, Individual Practica, and Cooperative Internships. A maximum of 24 credits, \$2400 is permitted per semester for a faculty member. (Note: \$200 will be paid to faculty who have only one credit for a semester of independent study, individual practice, and individual cooperative internships.) Any practica taught in groups of seven or more would be compensated according to the existing wage & salary schedule. These hours will not count toward total faculty load hours.

I. HONOR'S RESEARCH: The Honor's Project Advisor will be paid \$400 per student for the semester during which he/she is overseeing an Honor's Project.