

The Board of Trustees
of St. Petersburg College
and the

United Faculty of Florida-St. Petersburg College
(UFF-SPC)

Collective Bargaining Agreement
2024 – 2027

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Article 1: Recognition

The St. Petersburg College Board of Trustees (“Board of Trustees” or “Employer”) hereby recognizes the United Faculty of Florida (“UFF” or “Union”) as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment and any other mutually agreeable subjects for all employees included in the bargaining unit certified in Case No. RC-2016-012 by the Florida Public Employee Relations Commission, Certification No. 2016.

Article 2: Definitions

Unless explicitly stated otherwise in this Agreement, the terms defined in this section shall have the meaning or reference indicated throughout this Agreement:

Academic-Year Contract: The term of duty for full-time faculty, which may be 9 months and 30 ECH base teaching load, 10 months and 36 ECH base teaching load, or 12 months and 42 ECH base teaching load.

Administration: The group of employees designated by the Board as administrators.

Administrator: An employee so designated by the Board, whose duties include the supervision and evaluation of other employees, recommendation for employment and termination of other employees, and management of College resources and facilities.

Agreement: This contract between the Board and the Union.

Bargaining Unit: All full-time instructional personnel and continuing contract librarian as defined by the Florida Public Employees Relations Commission (PERC) in certification number RC-2016-012.

Board: The Board of Trustees of St. Petersburg College.

Business Day: A day during which the college operates and conducts business.

Classroom: Either a physical or virtual space in which instruction takes place, including instructional library, advising and learning spaces.

College: St. Petersburg College.

College President: The President of the College as designated by the Board.

Continuing Contract Faculty: Full time instructional personnel that have earned and awarded continuing contract from the College in accordance with RSA 6A-14.0411.

Full-Time Faculty: faculty on an annual contract or on a continuing contract and consist of instructional personnel whose primary responsibility is teaching and learning resources faculty whose primary responsibility lies within the learning resources department or related area.

In-Service Day: a contractual day of service scheduled on a teaching or non-teaching day.

Non-Continuing Contract Faculty: Full time instructional personnel that are on annual contract and are on a path to earning continuing contract from the College in accordance with RSA 6A-14.0411.

Overload Section: A section of a course assigned to a faculty member who has already fulfilled his or her ECH base teaching load and supplemental teaching allowance.

Release Time: time taken out of a FT Faculty member's base teaching load for non-instructional activities equated in credit hour (ECH) increments.

Supplemental Course: Optional additional course section beyond a faculty members base teaching load for any given semester, to include no more than 6 ECH.

Union: The United Faculty of Florida Chapter at St. Petersburg College, affiliated with the FEA, NEA, AFT, and AFL-CIO, also known as UFF-SPC.

Work/Contact Hours:

- a. Clock Hour – Sixty (60) minutes
- b. Office Hour – Sixty (60) minutes
- c. Contact Hour – Fifty (50) minutes
- d. Laboratory Contact Hour – Fifty (50) minutes
- e. Clinical Contact Hour – Fifty (50) minutes
- f. Semester/Credit Hour – The unit of course credit as specified in the College catalog

Article 3: General Provisions

3-1 Supremacy and Severability

- A. This Agreement shall take precedence over any Board of Trustees policy or rule with which it is expressly in conflict. If the Agreement is silent, the existing Board rule or policy shall prevail. Any policy changes are subject to impact bargaining and must be negotiated.
- B. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be bargained by mutual agreement of the parties to the extent that it violates the law. When such a conflict arises, the parties shall meet in negotiations to resolve any conflicts created by such imposed acts within a period of ten business days to begin negotiations. The remaining provisions shall remain in full force and effect for the duration of this Agreement if not affected by the modified provision. The Union does not waive its right to avail itself of all legal remedies.

3-2 Non-Assignment

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

3-3 Waiver

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

3-4 Non-Discrimination

- A. Neither the College nor the Union shall discriminate against any employee covered by this Agreement because of Union membership or non-membership, or activity in support of or opposition to the Union. This Section does not apply to the Union's right to refuse to represent non-members in the Grievance and Arbitration Procedure.
- B. The College shall not discriminate against employees based on race, color, religion, national origin, sex, age, disability, marital status, veteran status, sexual orientation, or gender identity.
- C. Nothing in this Agreement shall be construed to deny or restrict the College or members of the Union's bargaining unit any rights they may have under applicable state or federal laws or regulations.

3-5 Contract Distribution

- A. The College shall make an electronic version of the Agreement available on the College's intranet.

Article 4: Union Rights

4-1 Access to Facilities

- A. The Union shall have the right to use College facilities and equipment as established by College Procedure number P6Hx23-5.09.
- B. The Union shall have the right to use without cost the College email to communicate with members of its bargaining unit regarding official Union business, subject to the applicable public records laws. The Union shall be provided access to a College email distribution list for members of its bargaining unit. The Union agrees to comply with all established College rules and procedures for use of this system. Failure to adhere to these requirements shall entitle the College to revoke the Union's right to such use.
- C. The College shall provide the Union access to existing bulletin board space where notices to the College employees are normally posted by the College's Human Resources. Notices or documents to be posted by the Union must be related to official Union business and initiated by an officer of the Union or their designee. Copies of any notices must be submitted to Human Resources prior to posting. Failure to adhere to these requirements shall entitle the College to revoke such right.

4-2 Non-Solicitation on College Time

- A. Except when on a break or off duty, the Union shall not solicit College employees during working hours, distribute literature during working hours in areas where the actual work of College employees is performed, or instigate or advocate support in a positive manner for Union activities during working or classroom hours.

4-3 Access to Faculty

- A. If the College conducts a faculty orientation/onboarding and/or holds faculty-wide non-instructional duty days for individuals covered by this Agreement, the Union shall be provided with the opportunity to have a table or break out room outside the orientation meeting room(s) to allow interested individuals to obtain information about the Union during breaks and before and after the orientation/onboarding.

4-4 Access to Information

- A. The Union shall have the right to request records in accordance with the applicable public records law, and the College shall respond in accordance with such law.

4-5 Meetings of the College and Union

- A. The College President, or their designees, and the Union or the Union Executive Council shall meet two (2) times per academic year at mutually agreeable times to discuss matters of concern to the parties.

Article 5: Grievance Procedure

5-1 Purpose

The purpose of this procedure is to secure prompt, just, and efficient resolution of alleged grievances without prejudice and/or reprisal. The parties agree that grievances or other issues should be resolved informally through the chain of command (e.g. supervisor or next level supervisor) when possible. In order to achieve this, the Grievant, Union and the Administration shall make available to one another all known relevant facts and provide in a timely manner such documents and information that may be helpful to enable the parties to resolve grievances.

The grievance procedure is not available for settlement of complaints where the grievant does not assert a violation of some specific provision or provisions of this Agreement. The grievance procedure cannot be used by the Union or any employee to dispute a decision by the College not to renew the contract of an employee on annual contract-or to dispute a decision by the College not to award a continuing contract to a unit employee, except to the extent that a grievance alleges the failure by the College to follow the procedures set forth in this Agreement . Although the decision to terminate is not subject to the grievance procedure, the Union may grieve whether or not the College followed the process for termination.

5-2 Definitions

- A. Grievance – an alleged dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement.
- B. Grievant – the member(s) of the Union’s bargaining unit, or the Union itself, alleging a violation by the College of one or more articles or sections of this Agreement. The grievant must be an employee of the College at the time of the alleged violation.
- C. Grievance Form – the form provided in this Agreement to be used for all grievance filings.
- D. Working Days – unless otherwise stated herein, working days shall mean the College business days in accordance with the Board-approved College calendar. All references to working days in this Article shall exclude official College holidays/recesses applicable to the bargaining unit members, even in cases when the College remains open.
- E. Timelines. All timelines shall be interpreted as the end of the specified day. In the event a deadline for action by either party should fall on a non-business day (holiday, weekend, or such) for the College, the deadline shall be extended to the next regular business day.

5-3 Process

- A. Informal Discussion: The grievant shall first informally discuss their complaint with their immediate supervisor within ten (10) days from the occurrence of the event or omission giving rise to the alleged grievance. If the immediate supervisor is unable to resolve the complaint, the grievant must then discuss their complaint with the next level supervisor. If the parties are unable to reach a mutually agreeable resolution, then the grievant can move the alleged grievance to Level 1.
- B. Level I: Within five (5) days from the Informal Discussion, the grievant shall file the Grievance Form simultaneously with Human Resources, the Dean (or immediate supervisor), and the Union representative. Within ten (10) working days of the receipt of the Grievance Form, Human Resources

shall meet with the grievant in an effort to resolve the issue. The time to conduct the meeting may be extended upon mutual agreement of the grievant and Human Resources. Human Resources shall have ten (10) working days after the properly filed grievance is submitted (or meeting, if conducted) to provide a written response to the grievance.

- C. Level II: If the parties are unable to reach a mutually agreeable resolution to the grievance, the grievant shall have the right to appeal the Level I decision to the Vice President of Academic Affairs or his/her designee within ten (10) working days following the decision Level I response. Such appeal must be accompanied by a copy of the original written grievance and the written decision of Human Resources. A meeting to discuss the grievance at Level II may be conducted at the discretion of the Vice President of Academic Affairs or individual designated to hear the grievance. The Vice President of Academic Affairs or designee shall have ten (10) working days after the properly filed Level II appeal is submitted (or meeting, if conducted) to provide a response to the grievance in writing.
- D. Level III: If the grievance is not resolved at Level II, the grievant shall have the right to appeal the Level II decision to the President or his/her designee within ten (10) working days of the date of the issuance of the Level II decision. Such appeal must be accompanied by the filing of a copy of the original written grievance, and the written decision of the Vice President of Academic Affairs or his/her designee, together with a request signed by the grievant requesting that the Level II decision be reversed or modified. The President or his/her designee may conduct a meeting with the grievant and the grievant's representative, if agreed upon by the parties. The President or his/her designee shall, within fifteen (15) working days after the properly filed Level II appeal is submitted (or meeting, if conducted), render his/her decision in writing to the grievant and the Union.

E. Arbitration:

When the grievant is not satisfied with the final decision of the formal grievance process, the Union may at the sole discretion of the UFF state organization appeal the grievance to arbitration.

1. In the event a grievance processed through the grievance procedure has not been resolved at Level III above, the grievant may request that the grievance be submitted to arbitration within ten (10) working days after the Level III decision has been rendered.
2. The grieving party shall request in writing, from the Federal Mediation and Conciliation Service (FMCS), a list of seven (7) arbitrators.
3. Selection of an arbitrator shall be by mutual agreement or by alternately striking names from the Arbitration Panel list provided by the FMCS until one name remains. The right of first strike from the list shall be determined by the flip of a coin. Either party may reject a panel one (1) time.
4. Once selected, the arbitration will proceed in accordance with reasonable requests and orders of the arbitrator. The hearing shall be scheduled as soon as practicable and shall be held within Pinellas County, Florida unless the parties mutually agree otherwise.
5. Authority of the Arbitrator - The arbitrator shall be limited to the written grievance submitted by the grievant or the Union. In the area of financial awards, the power of the arbitrator shall be limited to cases where the aggrieved person has been judged to have been discharged or suspended without cause and the arbitrator's power in such cases shall be limited to reinstatement and the amount of back pay due, if any. The arbitrator shall have no power to award continuing contract status. The decision of the arbitrator, if within the limitations of his/her authority as set forth herein and in Florida Statutes, 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 confined solely to the facts and/or allegations of the written grievance. The arbitrator shall have no authority to determine any other issue(s). Where an administrator has made a judgment involving the exercise of discretion, the arbitrator shall not substitute the arbitrator's judgment for that of the College. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the College to take appropriate corrective action.

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

6. All fees and expenses mutually incurred pursuant to arbitration shall be equally shared by the parties, including transcripts.

5-4 Election of Remedies

The commencement of a legal proceeding against the College or any managerial employee of the College or any member of the Board of Trustees in a court of law or equity, or before the Florida Public Employees Relations Commission, or any other administrative agency, by the Union or any bargaining unit member, alleging a violation or violations of this Agreement, shall be deemed a waiver by said unit member(s) or the Union of the ability to resort to the grievance or arbitration procedure contained herein for the resolution of the alleged violations of this Agreement. A grievant electing to have a discrimination complaint resolved through the grievance/arbitration provisions will execute a formal waiver reflecting that selection. As an exception to this provision, a Grievant may file a federal EEOC charge while the Grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. 2000e, et seq. However, the Grievant may not pursue any lawsuit after the grievance reaches Level III of the grievance procedure; or may not pursue a grievance to arbitration once a lawsuit is filed.

5-5 Other Provisions

- A. The time limits set forth in this Article are of the essence and must be strictly complied with but may be extended by mutual written agreement of the parties. A grievant or Union's failure to process a grievance within the time limits set forth in this Article shall mean that the grievance shall be treated as withdrawn.
- B. A grievance may be withdrawn at any time during any step of the process.
- C. If an individual faculty member attempts to file a grievance without a designated Union representative, the College shall inform the faculty member to notify the Union's grievance officer. Any grievance filed without the assistance of the Union may proceed to Level III, however, only the statewide union shall have the authority to authorize that a grievance proceeds to arbitration. Such authorization must be in writing to the College.
- D. The faculty member has the right to a Union representative to be present at each Level of the Grievance procedure for grievable matters (as defined herein). However, nothing in the Grievance Procedure is intended to preclude any discussion between the faculty member and any other person in an attempt to resolve the problem prior to invoking the formal Grievance Procedure. Such discussion between persons directly involved in an alleged violation is to possibly resolve grievances resulting from some misunderstanding by one party or the other.
- E. Bargaining unit members, including Union representatives and officers, shall not permit the investigation or processing of grievances to interfere with their normal work responsibilities.

Article 6: Discipline

6-1 Disciplinary Actions

- A. Except as provided in applicable statutes or State Board of Education Rules, discipline of any type shall be based on a bargaining unit member's duties and responsibilities to the College, including, but not limited to, violations of College rules, procedures, policies and this Agreement. A bargaining unit member's activities which fall outside the scope of employment may constitute grounds for disciplinary action if such activities are demonstrated to adversely affect the legitimate interests of the College.
- B. Employees are subject to discipline which shall be timely and for just cause. Discipline is intended to be corrective. Progressive discipline may be imposed as provided within this article, up to and including termination, for violation(s) of standards of conduct.
- C. All discipline, as defined herein, is subject to challenge by the grievance procedures in Article 5 of this Agreement. Anonymous complaints shall not be used as evidence in support of disciplinary actions(s).
- D. Employee Rights. Employees shall be notified in writing of the subject matter of any meeting at which disciplinary action may be discussed or which may result in disciplinary action. Such notice shall be provided at the time the meeting is requested. Employees shall have the right to have Union representation present at such meeting, if the employee so desires. The investigation of any alleged misconduct shall be conducted in as confidential a manner as reasonably possible.

6-2 Procedures

- A. Discipline shall be progressive in nature and intended to correct deficiencies in performance or conduct. In the event an employee fails to make the required corrections to his/her performance deficiencies or acts of misconduct, the employee may be subject to progressive discipline up to and including termination. The College reserves the right to continue or skip steps depending on the facts of each situation and the nature and seriousness of the offense and take other appropriate action.
 - 1. **Counseling and Verbal warning** – A verbal warning is an informal notification to a faculty member of specific behavior to clarify an established rule, policy, common professional practice, or expectations. The faculty member's supervisor or next level supervisor shall discuss with the faculty member the nature of the problem or the violation of the College rule, policy, practice, or expectations.
 - 2. **Written warning** - If the conduct addressed by a verbal warning is repeated or additional problems occur, the supervisor shall follow up with a written warning describing the unacceptable conduct and the expectations. The supervisor should meet with the bargaining unit member and affirm expectations regarding performance, discuss the performance deficit or behavioral concern, provide a timeline and resources for improvement (unless the issue is misconduct, which must cease immediately), and state that failure to improve may lead to further discipline, up to and including termination.
 - 3. **Final Written warning** - If the conduct addressed by a written warning is repeated or additional problems occur, discipline may progress to a final written warning, which may include unpaid suspension as described below. A single incident may be so severe as to merit an immediate final warning and suspension without pay.

4. Suspension

- a. Suspension with or without pay may be recommended by the faculty member's supervisor to Human Resources.
- b. Upon such recommendation, the following steps will be taken:
 1. The supervisor will provide Human Resources with the reasons and supporting facts for the recommendation for suspension.
 2. Upon concurrence of the recommendation, Human Resources shall forward the recommendation to the Vice President of Academic Affairs for approval.
 3. If authorized by Human Resources, the supervisor shall provide the affected employee with a written document specifying the reasons and supporting facts for the suspension. The suspension will take effect immediately upon approval.

5. Recommendation for Termination of Employment

- a. Termination may be recommended by a faculty member's supervisor to the Vice President of Academic Affairs and Human Resources.
 - b. Upon such recommendation, the following steps will be taken:
 1. The supervisor will provide the Vice President of Academic Affairs and Human Resources with reasons and supporting facts for the recommendation for termination.
 2. If authorized by the President or President's designee, the supervisor shall provide the affected employee with a written recommendation of termination signed by the Vice President specifying the reasons and supporting facts.
 3. The President or President's designee may authorize and/or direct, as may be appropriate, further investigation as deemed necessary prior to a final decision.
 - c. Any appeal of termination shall be in accordance with the College's Board of Trustees procedure provided this procedure is not inconsistent with this Agreement.
6. **Deficiencies.** This section outlines the procedures for bargaining unit members who have already been awarded continuing contract and are put on a Performance Improvement Plan or "PIP."

- a. **Notice:** The College will provide formal notice to the bargaining unit member that they have up to one year to correct performance issues. This notice commences the time in which the bargaining unit member's performance must improve to meet the College's expectations. The notice will be provided by way of a meeting with a bargaining unit members' supervisor and/or Dean to discuss what improvements in performance are required to complete the PIP, timelines for meeting these improvements, and if applicable, resources and assistance available to help ensure success under the PIP.
- b. **Improvement Plan & Observations:** The bargaining unit member's supervisor or Dean will monitor performance under the PIP, which may include instructional observation. Notice of observations is not required.

1. Review of the bargaining unit member's performance under a PIP will occur every 90 days from commencement of the PIP, though the College, with notice to the bargaining unit member provided at the meeting referenced in 6.a., may elect shorter review periods.
 2. If the bargaining unit member succeeds in correcting their performance issues within the year, the College will submit documentation to the bargaining unit members' employee file to record that they have successfully improved their performance issues to retain their continuing contract status.
 3. If at the time of any review period provided for in 6.b.1., the College determines that the bargaining unit member is making insufficient progress under the PIP, or is making no effort to meet the expectations established in the PIP, the College may end the PIP before one (1) year, and, in its sole discretion decide to: (i) return the bargaining unit member to an annual contract; or (ii) with thirty (30) days' notice provided in writing, terminate their employment.
- c. **Options at End of PIP:** If performance issues are not corrected within the timeline of their performance plan, as outlined in Article 6.2.6 a and b, the College has the right to: (i) extend the performance improvement plan; or (ii) return the bargaining unit member to an annual contract; or (iii) with thirty (30) days' notice provided in writing, terminate the bargaining unit member's employment. The College will provide formal notice of the applicable change within 10 business days of the end of the PIP. Any bargaining unit member returned to annual contract after a PIP may be eligible to reapply for continuing contract by following the policies outlined in Article 12.1 of this Agreement.

6-3 Other Provisions

- A. The College reserves the right to conduct an investigation into any allegations of misconduct or any alleged violations of this Agreement. All bargaining unit members are required to cooperate with the College's investigation. In any investigatory interview, or meeting that may lead to disciplinary action, the bargaining unit member will be afforded the opportunity to have a Union representative present. The faculty member may decline to have the Union representative present.
- B. A bargaining unit member shall have the right to respond to any disciplinary action in writing and have that response attached to the report of discipline.
- C. No reprimand or discipline shall be discussed with a faculty member or representative in the presence of students.

Article 7: Reduction in Force

7-1 General Provisions

- A. A reduction in force ("RIF" or "layoff") is an involuntary separation of an employee from service due to financial exigency, lack of work, organizational changes or other needs of the College. The decision to reduce the work force of employees covered by this bargaining unit cannot be grieved under Article 5, Grievance and Arbitration, but a faculty member may file a grievance alleging a violation of the process outlined in this article.
- B. Prior to any general reduction (Layoff) of bargaining unit members, the College will notify UFF-SPC as soon as the decision to have a RIF is made but not less than 45 days prior to the effective date of the layoff. The College will provide notice to the Union which shall include name, department, length of service, and expected layoff dates for each bargaining unit member involved, once determined.
- C. The layoff must be at an organizational level of the College, such as campus, division, college/unit, school, department/unit, area, program, or other level of organization as the College deems appropriate.
- D. The sole instance in which only one employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level of organization at the College.
- E. To the extent permitted by Florida law, any employee released from employment under this Article shall receive full salary and benefits guaranteed under this Agreement and any rules, regulations, or policies of the Board, until the established ending date of his or her contract or the current academic year for employees on continuing contracts.
- F. No employee shall be subject to layoff while there is a vacancy for which the employee is immediately eligible to be credentialed and deemed to be qualified as determined by the College.

7-2 Reduction in Force

- A. Which bargaining unit members will be affected by a reduction in force within a discipline will be determined by:
 - 1. The needs of the College.
 - 2. Accreditation standards of appropriate agencies, such as, but not limited to, SACS-COCS, American Bar Association, Accreditation Commission for Education in Nursing, and other appropriate as applicable.
 - a. Faculty who do not meet accreditation requirements shall be laid off before those faculty who meet credentialing requirements.
 - 3. Continuing contract status
 - 4. Educational qualifications.
 - 5. Work performance as demonstrated on performance evaluations.
 - 6. If, in the judgment of the College, all of the above factors are equal, length of service shall be the determining factor.
- B. The College may transfer bargaining unit members between campuses as otherwise provided in this Agreement to avoid releasing faculty from employment.
- C. No bargaining unit member shall be laid off solely for the purpose of creating a vacancy to be filled by

an administrator entering the bargaining unit.

- D. Alternative/Equivalent Employment. The College shall make every reasonable effort to locate appropriate alternate or equivalent employment for laid-off employees within the College and to make known the results of the effort to the person affected. In considering appropriate alternate or equivalent employment, all positions for which an employee is qualified or may be credentialed shall be considered.
- E. Layoffs will not be used in lieu of termination procedures under Article 6 Discipline.
- F. Employees who have received notice of layoff shall be afforded the recall rights granted under Section 7-3 below.

7-3 Recall

A bargaining unit member who has been released from employment under this Article and who is not otherwise employed by the College in an equivalent full-time position will for a period of twelve (12) months from the date of release be granted recall preference for re-employment with the College in lieu of a new hire should an opportunity for such re-employment arise, subject to the following conditions.

1. Recall consideration will apply to any faculty position in any academic discipline for which the unit member may be immediately credentialed and is qualified to teach.
2. The College shall send email notification of all openings to all unit members subject to recall consideration for a period not less than twelve (12) months from the date of layoff. However, it is the responsibility of the bargaining unit member to make timely application for any position opening and to ensure that the College is made aware of the member's recall eligibility.
3. If more than one bargaining unit member applies for an opening, recall consideration will be based on the same factors (Section 7-2, A above) used to make the release, with the member with the highest ranking being given preference for selection.
4. Any offer of re-employment pursuant to this section must be accepted within ten (10) College business days after the date of the offer and shall take effect no later than the beginning of the semester following the date the offer was made.
5. If an employee rejects an offer of re-employment, the employee shall receive no further consideration pursuant to this Article.
6. The College shall notify the Union when an offer of re-employment is issued to a laid-off employee.
7. The employee shall resume the same title, salary, and contract status upon recall to the same discipline.
8. The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

Article 8: Faculty Evaluations

8-1 General Provisions

- A. The evaluation of faculty shall conform to the laws, rules, and regulations of the State of Florida related to full-time faculty duties and responsibilities. Faculty evaluation shall be conducted in a fair, constructive, objective manner and shall serve to maintain and improve the quality of instruction and support services in furtherance of the College's mission. The goal of the evaluation is to encourage and recognize excellence in faculty performance and to provide the opportunity for faculty members and their supervisor to discuss performance in a consistent manner throughout the College.
- B. Faculty not on continuing contract will be formally observed and evaluated once a year during fall or spring semester. First year faculty will be evaluated during their second semester of employment. Continuing contract faculty shall receive an evaluation once every three years during fall or spring semester. The completed classroom observation notes will be shared with the faculty member within 30 business days from the course observation date and the completed evaluation should be shared by the end of the academic year.
- C. All faculty will be evaluated using the components of faculty evaluation as set forth in this agreement regardless of the faculty member's assignment. Responsibilities specific to the type of faculty assignment will be used as additional criteria that will provide more discrete information in the performance evaluation and feedback cycle.
- D. Timeline. The College will publish, at the start of each academic year, a calendar of deadline dates for completion of the various components of the evaluation while providing reasonable time for faculty compliance.
- E. Evaluations will be in written or electronic form and format specified by the College and consistent with this agreement.
- F. The factual content of a faculty member's evaluation must be supported by evidence as consistent with this agreement.

8-2 Components of Faculty Evaluations

The faculty evaluation shall be conducted by the faculty member's supervisor (which may be interim). Full time faculty evaluations may not be conducted by a bargaining unit member. Faculty evaluations shall include the following set of criteria:

- 1. Faculty self-assessment.
- 2. Formal review of course materials (assignments, lessons, lecture, course structure, etc. provided by the faculty member in the College LMS system or as jointly agreed in an easy to access and reviewable format). The supervisor may choose to review a sampling of these materials.
- 3. Formal Observation of one or more courses.
- 4. Review of student feedback on instruction, including the results of the Student Survey of Instruction (SSI) or other College-approved standardized forms to collect student feedback on instruction, and measures of student success as determined by the College and the State of Florida. Success rates shall not be used as the sole criteria for faculty "not meeting expectations," or being assigned PIP.
- 5. Faculty Instructional Strategies.

6. Optional Peer Observation with faculty and supervisor approval.
7. Review of the faculty-defined and supervisor approved Professional Development and Growth Plan.
8. Contributions outside the classroom to the College.
9. Post-observation feedback and evaluation conference.
10. Faculty responses to Dean's formal evaluation (at the option of the faculty member).

8-3 Procedures

- A. Faculty shall be given at least three (3) business days' notice prior to their Formal Classroom Observation week to minimize disruption of the student learning environment while accurately assessing the class environment.
- B. Faculty shall be provided the completed classroom observation form and full evaluation report prior to meeting with their respective supervisor for the Post Evaluative Conference.
- C. If the supervisor fails to conduct a formal evaluation pursuant to this Article, and the faculty member submitted their portion of the faculty self-assessment and supporting materials, a faculty member's performance will be considered "Proficient" until a completed evaluation by their supervisor (or interim) is submitted by the end of the next academic term.
- D. The faculty member's performance will be measured against the following performance criteria:
 1. Exceeds Expectations: Performance which always exceeds the standards of the College as defined by the College.
 2. Meets Expectations: Performance which generally meets the standards of the College as defined by the College.
 3. Needs Improvement: Performance in some area(s) is below the standards of the College as defined by the College. Improvement is required. Defined goals for improvement along with specified professional development measures and training activities will be included in the faculty professional development growth plan.
 4. Unsatisfactory: Performance does not meet the standards of the College as defined by the College and a performance plan is required with defined goals and a timeline for improvement, along with specified professional development measures and training activities.
 5. Not Applicable: Does not apply to the faculty member's current assignment.
- E. A Faculty member whose performance review indicates an area of concern shall work with their supervisor to develop a Performance Improvement Plan (PIP) to address that concern no later than the next academic year. It shall include specific performance objectives and timelines designed to assist the faculty in meeting the stated expectations.
- F. A faculty member may file a grievance alleging contract violations over the evaluation process if this process is not followed and the issue is not adequately resolved informally but may not file a grievance about the rating or content of the evaluation, with the exception of a false statement. The faculty member may submit a response to the evaluation.
- G. A faculty member shall have the right to have a Union representative present at the post evaluation conference. With advance notice given to the faculty member, a supervisor may invite others that are not members of the bargaining unit to the post evaluation conference for subject matter expertise or leadership development purposes.
- H. The faculty member's completed evaluation, appendices, and written response, if any, shall be filed in

the employee's records on file and/or electronic database system as designated to house faculty evaluation records.

Article 9: Faculty Duties and Responsibilities

9-1 Overview

- A. Faculty members may have teaching assignments both on and off campus, day and evening, and at times, on the weekends. As exempt employees, faculty are not required to “clock-in” for duties, and it is recognized that many faculty devote more time than required to college activities and responsibilities.
- B. The professional duties and responsibilities of College faculty members are comprised of scheduled as well as non-scheduled activities. Faculty members are committed to teaching and the development of students, although their roles may vary. The College and UFF-SPC recognize that while instructional activities and approved office hours must be performed at specific times and places, other activities may be arranged and performed at flexible times and in off-campus locations provided that such arrangements do not conflict with student needs or College policies and procedures.
- C. Faculty are required to have a permanent residence in the state of Florida.

9-2 Faculty Workweek and Duties

- A. All full-time faculty have full-time duties during the fall and spring terms. A normal work week would be spent with 15 instructional hours, fifteen (15) hours of office hours, up to five of which may be used for college service activities and the balance on, class preparation, grading, professional development, and additional College service.
- B. Face-to-face courses must be taught on campus or on an approved off-campus site.
- C. Live Online (synchronous) courses scheduled during regular college hours (daytime and weekdays) must be taught from campus. Live Online courses scheduled in the evenings or on weekends may be taught from an off-campus location as long as the virtual background or space has a professional appearance. The faculty member is responsible for the infrastructure to teach remotely.
- D. Online (asynchronous) courses may be taught off campus, but faculty are required to respond to all student and supervisor communication within a timely manner, such as an initial response by the next duty day via the College’s communication systems (e.g., email, Teams, etc.), The faculty member is responsible for the infrastructure to teach remotely.
- E. A bargaining unit member is expected to be available for classes, required meetings, and other required activities on the duty days they are assigned work as part of their 9, 10, or 12 month obligations. Faculty on semester break, approved leave or vacation, or not contracted to work during a semester are not obligated to be available during College business hours during those periods, but may choose to be available to meet other professional responsibilities; any obligations assigned within a reasonable timeframe during the semester should be completed before the semester break. In extraordinary circumstances, faculty may be called to work and compensated accordingly.
- F. Faculty with nine-month contracts teach during the fall and spring terms. The College may grant a request to shift to a summer and fall or summer and spring assignment load but no more than for one academic year at a time. Faculty with nine-month contracts must still meet their preparatory obligations for their teaching terms even if during a non-teaching term. It is their responsibility to be aware of college news, updates, duties, and policies even if these occurred during non-duty terms.

- G. Faculty with ten-month contracts teach during the fall and spring terms and also have an assignment of teaching six (6) credits during the summer. The College may grant a request to shift to a fall and spring, summer and fall, or summer and spring assignment load but no more than for one academic year at a time. Faculty shall have the option to teach their full course load in two semesters (18/18/0) every other year as long as they notify their supervisor by December 1st of the preceding year and receive permission by February 1st of the preceding spring. Such approval shall not be unreasonably denied. A summer work week for faculty with ten-month contracts would be spent on instructional hours, office hours, College service assignments, class preparation, grading, and professional development.
- H. Faculty with twelve-month contracts teach during the fall and spring terms, and have an additional assignment of teaching twelve (12) credits during the summer terms. The summer work week for faculty with twelve-month contracts would be spent on instructional hours, office hours, College service assignments, class preparation, grading, and professional development. Faculty with twelve-month contracts may shift to ten-month contracts with the permission of the College. This is a non-revocable change.
- I. All faculty are expected to be prepared for the start of each semester. It is the responsibility of the College to notify faculty by telephone and/or email of any scheduling changes.
- J. Pursuant to Florida Statutes, bargaining unit members' workweek includes a minimum of 25 scheduled classroom and office hours.
- K. Instruction-related activities including but not limited to: preparing for classes, developing course materials for their classes, developing a class syllabus for each class assigned and publicly available before the start of classes, loading their course material into LMS "shells" as appropriate and ready before the start of classes, assessing and reporting student performance, submitting grades, maintaining class records, submitting student attendance data, grading papers, and submitting class grades.
- L. College Service Assignments include but are not limited to:
 1. Non-instructional activities, including but not limited to attending and participating in faculty meetings, committee meetings, advisory board meetings, community activities related to faculty opportunities, scholarly activities, sponsorship of undergraduate research, student publication, sponsorship of student organizations, student mentoring, non-supervisory faculty mentoring, and similar tasks not directly related to instructional duties.
 2. Collaborating with colleagues in developing curriculum inclusive of high impact practices as identified by American Association of Colleges & Universities, evaluating and adopting textbooks, actively participating in standing and ad hoc committee and taskforce meetings, participating in shared governance activities, and similar activities as appropriate as contributions to the department, division, college and community.
 3. Maintaining professional competency and credentials as necessary which may include activities recommended by their supervisor.
 4. Completing required Professional Development as may be provided elsewhere in this Agreement.
 5. Contributing to program review, planning and the assessment and improvement of student learning.
 6. Completion of required duties and responsibilities will be reviewed as part of the bargaining unit member's annual performance evaluation.

7. Service responsibilities may vary from week to week; faculty are not required to post service hours

M. **On-Call Faculty for Practicum Courses:** The College shall assign on-call time to bargaining unit members as needed to support student learning and to assist preceptors for practicum courses (approximately four weeks). On-call faculty shall receive 6.75 ECH for the four-week period of time. Expectations of On-Call faculty:

Being available to support students and preceptors in a clinical experience requires that on call faculty will:

1. Distribute their telephone number to students and preceptors and be available by telephone during the practicum course period.
2. Make two (2) in-person faculty visits within the practicum course period. Additional visits may be conducted by virtual means.
3. When visiting the clinical site, the faculty member will dress in a professional manner.
4. Remain in a "work ready" state during on-call hours, and not be under the influence of illegal drugs, alcohol, or any other substance that may alter judgment/alertness. In addition, the faculty member should not take any prescription drug that adversely affects their ability to safely and effectively perform their job duties. If a faculty member has a medical condition and has concerns about complying with this requirement, the faculty member should consult with the Office of Human Resources.

N. **Faculty Assigned to Learning Resources:** Faculty assigned to Learning Resources will have a 12-month appointment. The workweek will be 40 hours of on-site presence, no more than 5 consecutive days per week. Up to 2 days per week may be worked remotely with approval of the supervisor.

Work schedules, goals, special projects and events shall be developed by the supervisor to ensure that adequate coverage is provided to meet student needs.

The primary responsibilities of faculty assigned to learning resources will be student instruction in library science and information literacy; supporting patrons of learning resources; curriculum; and maintaining the professional integrity of content, collections, and services of academic libraries. Instruction includes, but is not limited to, reference desk assistance, seminars, workshops, online tutorials, portions of College-sponsored conferences or in-service opportunities as assigned by the supervising Administrator. Services will often be required at the reference desk, by phone or email, and through in-person consultation.

Librarians are eligible for supplemental and overload teaching assignments if they are qualified for the teaching assignment and provided that the teaching assignment does not interfere with regular duties.

Librarians are also responsible for connecting and collaborating with various college and community partners and stakeholders, such as but not limited to fellow Learning Resources leaders, the Provost's Office, Accessibility Services, and Student Life and Leadership.

O. **Faculty-in-Charge / Lead faculty/** Academic Directors are full-time faculty with annual, multi-year, or continuing contracts; their responsibilities include oversight of special projects or curriculum and may include coordination with other faculty; compensation is outlined in Article 10 of this Agreement. Duties do not include supervision of adjunct faculty or full-time faculty. These duties may either be in addition

to regular faculty duties, in which case additional campus contact time may be warranted and will be specified in the appointment and compensation agreement for the additional duties, or may be in lieu of regular assigned faculty duties.

P. Academic Directors;

- a. Academic Directors are appointed by the Vice President of Academic Affairs for up to a two (2) year term with the recommendation of the appropriate Board. The Vice President of Academic Affairs makes the final decision.
- b. Academic Directors will be compensated as twelve-month faculty members according to provisions outlined in Article 10.

Q. New faculty start on the 1st of August and have professional development obligations to the College through the start of the fall term.

R. If a new faculty member starts “mid-year” their salary and teaching obligations will be pro-rated, and they must still complete all first-year professional development obligations within one year of their start date.

S. Faculty report-to-work days before the start of an academic term count as duty days.

T. Attendance at two Commencements per academic year is mandatory for all full-time faculty provided the College convenes and schedules the commencement on a duty day or during finals week. Professional pinning ceremonies may count as one commencement for the purposes of this requirement.

U. Unless they conflict with instructional hours or office hours, Welcome Titans, Teaching and Learning Conference, Summer Institute for 10 and 12- month faculty, and Discovery Day are mandatory attendance events and count towards the College service and professional development hours. Faculty not contractually obligated to teach during the term(s) in which the events take place are not required to attend those events. From time to time, all full-time faculty may be called to a mandatory meeting during the academic term. Such meetings will count towards College service and professional development. Faculty should not cancel classes for College service or professional development but may arrange a substitute ahead of time with permission of their supervisor if necessary.

V. Faculty are expected to be involved in campus life. College service assignments include committees and subcommittees of the College, and other service assignments for the College. Committees play an important role at SPC. Any person participating on an official college committee or subcommittee should include scheduled committee activities and meetings as part of the regular work week, to be reflected on their class and office schedule whenever possible. Committee member appointments are based on the faculty’s role at the College so specific committee memberships may cease if a committee member moves to a different position or classification.

9-3 Course Scheduling

A. At least forty-five (45) days prior to the first day of registration in each term, the College shall solicit scheduling preferences from faculty. Each faculty member shall be permitted to indicate whether they prefer or do not prefer – or have no preference regarding – modality, location, and assignment to a course (including clinical assignments) during each class period on each day. In assigning the full teaching load, the College will consider the faculty’s request in assignments as much as practicably possible, but the schedule is based on the faculty member’s success in the class subject and modality as well as the College’s operational needs.

B. All faculty will be notified of their course assignments and clinical assignments a minimum of 15 days before registration opens for the following term. Schedules may be subject to change in cases when

enrollment and staffing availability fluctuates. Impacted faculty must be notified of changes as soon as possible and retain the right to take precedence in course assignments within their discipline over employees outside of the bargaining unit when there are changes to the initial schedule, subject to the faculty member's success in the class subject and modality as well as the College's operational needs.

- C. No course assignments shall be made to part-time faculty or other full-time employees in the same discipline, and no supplemental and overload course assignments shall be made to full-time faculty members in the same discipline who have already reached their full teaching load, until each full-time faculty member within the same discipline has reached his or her base teaching load.
- D. When student demand necessitates the scheduling of multiple sections of a course at the same time on the same campus, including live online, with different instructors, student enrollment shall be balanced between the two sections as much as practicably possible.
- E. Faculty teaching assignments in fulfillment of their base contractual teaching load shall meet the conditions below. Exceptions to these provisions shall be made when there are insufficient faculty to cover night programs; in such cases, the College will provide to the faculty member documented support for the denial:
 - 1. On any given workday, the end of the faculty member's last teaching period shall be no more than eight (8) hours later than the beginning of his/her first teaching period, with the exception of labs and clinical courses.
 - 2. A faculty member shall not be assigned to teach classes in consecutive periods at two different campuses without their agreement.
 - 3. At least twelve (12) hours shall elapse between the end of a faculty member's last teaching period on a given workday, and the beginning of his/her first teaching period the following workday, unless the faculty member accepts the assignment.
- F. It is the responsibility of the College to assign faculty members to teach courses in their respective academic disciplines at times and locations and/or in instructional modalities that meet the operational needs of the College.
- G. **Assignment of Online Course Sections:** If the College is offering online sections, full-time faculty may request assignments in this or other modalities. Such assignments will be made based on the operational needs of the College, the faculty member's credentialing in the field, demonstrated success in teaching in this modality, professional development and preparation leading to anticipated success teaching in this modality, and balancing the competing requests of multiple faculty, if applicable. Online sections shall be assigned one at a time, equally, among all qualified faculty requesting sections following the criteria above.
- H. Classes with low enrollment, which would normally cause a class to be canceled, may be prorated for reduced ECH. If the faculty member is otherwise able to meet their base load, then this will be paid as supplemental instruction. If this brings a faculty member below their base load, they may accept additional assignments to meet their base load. Faculty have the right to decline supplemental instruction. The proportion of enrollment to the standard class load will serve as a ratio of the ECH credit in whole numbers. Thus, a 3 ECH course would count as 2 ECH if less than 2/3 filled and a 4 ECH course would count as 3 ECH if less than 3/4 filled. No 3, 4, or 5 ECH course shall be reduced more than 1 ECH as a result of low enrollment. Courses that exceed 5 ECH shall not be reduced more than 33% as a result of low enrollment. Labs and "C" courses shall not be subject to reduced ECH. The College may at its discretion pay full ECH for classes with low enrollment. When practicable, the College agrees that a faculty member may take additional students in another class to offset this low enrollment.

- I. Faculty members shall not be required to teach any section of a course simultaneously in multiple modalities (for example, teaching half of the students in person and the other half via Live Online).

9-4 Office Hours

- A. Office hours denote regularly scheduled time periods during which faculty members are available for one-on-one or small group consultations with students in a non-classroom setting to provide instructional, program-related, or similar academic assistance to students on an as-needed basis. Office hours may be conducted in any of the following venues:
 1. The faculty member's assigned office;
 2. A classroom or other public location on the faculty member's campus;
 3. Online/remote (according to the conditions outlined in this Article).
- B. For a 16-week term, each full-time faculty member shall post and maintain one (1) office hour per week over four (4) workdays for each one (1) credit or equivalent in their base load. Equivalent office hours will be scheduled for terms of varying duration.
 1. For clinical instruction at off-campus locations, office hours may be completed at those locations.
 2. Faculty may complete office hours over three (3) days with permission of their supervisor.
 3. The availability and location of these office hours shall be provided to the students and the supervising administrator no later than the first duty day of the term. These may be revised with the supervisor's approval. If the supervisor fails to respond after 5 days, the changes to office hours will be considered approved. If the location is to be at any place other than the faculty member's office, a classroom, or other instructional location, the faculty member's immediate supervisor must give prior approval of the location. Office hours will be published on all course syllabi and posted adjacent to the faculty member's campus office.
 4. No additional office hours are required of faculty for teaching supplemental courses; however, faculty should ensure that office time is available for all students. This may be accomplished within the normal office hour schedule that the faculty member already has established.
 5. In extenuating circumstances, full-time faculty may reschedule up to 4 hours of office time weekly, provided that the time is made up on campus within one week (seven days), that the College is notified, and that a note to students appears on the office door and on MyCourses; and the make-up hours are shared with the students enrolled in the faculty member's classes.
 6. When full-time faculty must regularly travel between the College and an off-campus but in-district clinical, work experience, committee work, or cooperative education site on the same day, travel time will be credited as part of the total weekly hours and should be stated as such in office schedules. Out of district travel to clinical, work experience, or cooperative education sites will be covered by College procedures (e.g., Travel Authorization Requests (TARs)) and will not necessarily be posted as office hours but will count as non-instructional hours for that week.
 7. All bargaining unit members may schedule up to five (5) hours per week as virtual office hours during fall and spring.
 8. Even if offered face to face, students may access office hours virtually.

- C. During the summer term, weekly office hours for 10-month faculty will be based on the duration of the summer term. Faculty teaching an 8-week schedule will have 12 hours of instruction and 10.5 hours for office hours. Faculty teaching a 10-week schedule will have 10 hours of instruction and 8 hours for office hours. Faculty are required to be on-campus a minimum of three days per week, or two with supervisor permission. Two (2) office hours may be taken virtually in accordance with the conditions set forth above. Instructional hours may be completed on campus for face-to-face courses or remotely for asynchronous online courses and the virtual portion of blended courses in accordance with the conditions in Section 9-2.
- D. During the summer term, weekly office hours for 12-month faculty will be based on the duration of the summer term. Faculty teaching an 8-week schedule will have 24 hours of instruction and 16 hours for office hours. Faculty teaching a 10-week schedule will have 20 hours of instruction and 20 hours for office hours. Faculty are required to be on campus a minimum of four days per week, or two with supervisor permission. Up to five (5) office hours weekly may be taken virtually in accordance with the conditions set forth above.
- E. Between terms but not during holidays, 12-month faculty have 40 hours of office hours. Faculty are required to be on-campus a minimum of three days per week, or two with supervisor permission. Up to five office hours weekly may be taken virtually in accordance with the conditions set forth above.

9-5 Supplemental and Overload Instruction

- A. Any bargaining unit member who desires an assignment to teach supplemental or overload sections may submit a written request to the appropriate supervisor, as applicable, concurrent with their course assignment preference request. Such requests will be fulfilled based on the College's operational needs. Bargaining unit members shall have priority in instructional assignments when comparable over non-bargaining unit college employees as provided below. If the need arises, the College may solicit volunteers for supplemental sections to meet the needs of the College. The College may also solicit volunteers to teach an overload class beyond the supplemental cap to meet the operational needs of the College.
- B. Faculty members who teach in excess of their base teaching load for Fall, Spring and/or Summer terms shall receive compensation no less than the supplemental rate of pay at the time of ratification of this Agreement.
- C. When supplemental sections are available to distribute, priority in their assignment shall be given according to the following factors, after consideration of credentialing in the area:
 - 1. Faculty members within their regularly assigned area(s) of instruction and/or discipline.
 - 2. Faculty who have fewer supplemental/overload course assignments.
 - 3. Faculty with prior success teaching the course, modality, location (as defined by the College).
 - 4. Professional development and preparation leading to anticipated success teaching in this modality.
- D. Assignment of Supplemental Sections. Full-time faculty members who declare an interest in extra course sections shall have priority in assignment up to six (6) credits in the Fall term, six (6) credits in the Spring term and six (6) credits in the summer term. Full-time faculty members shall have the right to refuse a supplemental assignment. The designation of which course sections are to be considered part of the faculty member's base load and which are to be considered extra-pay shall be at the discretion of the College.

E. **Assignment of Overload Sections:** In extraordinary cases the College may have need of expertise for a course that cannot otherwise be covered that would require a faculty member to instruct beyond the supplemental cap in Section D above. The College will make the request from among those faculty who have indicated a willingness to take such extraordinary assignments. The faculty member has the right to refuse such requests as this would be pushing the faculty member's total committed time between classes, office hours, and service far beyond reasonable for an exempt employee over an extended period of time. The Vice President for Academic Affairs must approve such arrangements before implementation.

Article 10: Compensation

10-1 Initial Placement

- A. Upon hire, each faculty member shall be assigned to an appropriate salary grade based on his or her experience and credentials. The salary grades and minimum criteria for each salary grade are as follows:
 - 1. Grade I – The faculty member shall have met criteria for a bachelor’s degree or have equivalent teaching qualifications and comparable work experience appropriate to the program area.
 - 2. Grade II – The faculty member shall have met criteria for a master’s degree with a minimum of eighteen (18) semester hours in the field.
 - 3. Grade III – The faculty member shall have met criteria for a Doctorate or other appropriate terminal degree (such as a Master of Fine Arts) in the field/or related field.
- B. Only a degree from a regionally accredited college or university or international equivalent as verified by a credentialing agency approved by the College may be used to establish qualification for a given salary grade.
- C. In addition, each faculty member shall be appointed an annual contract term of nine (9) months, ten (10) months, or twelve (12) months to indicate the degree of annual responsibilities. The determination of the length of the contract term will be based on the needs of the College.

10-2 Salary Schedule

- A. Upon ratification, the 2024-2025 salary, payable from August 1, 2024 for full-time faculty will be as follows:
 - 1. First, all faculty will be brought up to the minimum for their credentialed grade and annual appointment length as provided below.
 - 2. Then all faculty in hard to fill positions will be awarded 10 service points. Hard to fill disciplines are listed in 10-2D of this Article.
 - 3. Additionally, all faculty with continuing contracts by August 1, 2024 will be awarded 1 service point for each year of service. Faculty who earn continuing contract by the end of 2024 will also be awarded 1 point for each year of service to SPC, effective on the date of award.
 - 4. Multiply base/minimum salary times the total service points as percentages as a one-time conversion to the new pay scale.
 - 5. Faculty who would have less than a 4% increase as a result of the transition will have a base range increase of 4% or up to 10% above the maximum for the applicable pay range for that faculty member, if applicable.

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Bachelors/Equivalent	\$54,000.00	\$70,200.00
Masters	\$59,400.00	\$77,220.00
Doctorate/Terminal	\$65,340.00	\$84,942.00

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Bachelors/Equivalent	\$60,750.00	\$78,975.00
Masters	\$66,825.00	\$86,872.50
Doctorate/Terminal	\$73,507.50	\$95,559.75

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Bachelors/Equivalent	\$68,343.75	\$88,846.68
Masters	\$75,178.13	\$97,731.56
Doctorate/Terminal	\$82,695.94	\$107,504.72

- B. Salary adjustments for faculty will be reopened as provided for in the Duration Article.
- C. The College will continue the Hard to Fill practice as follows:
 - 1. The College annually reviews “hard to fill” faculty disciplines to evaluate the needs of the College, the market, and other relevant factors as determined by the College.
 - 2. The College may assign up to a 10% base increase on initial hire to recruit faculty in hard to fill disciplines.
 - 3. Current “hard to fill” fields include the disciplines found in the College of Nursing, College of Health Sciences, College of Computer and Information Technology, and the disciplines of engineering, accounting, and finance. A decision to designate other “hard to fill” disciplines may be made after providing notice to the Union and an opportunity to bargain. However, the parties agree to an expedited bargaining process which includes bargaining within four (4) weeks of notice and in the event the parties cannot agree, the matter shall be resolved pursuant to Florida statutes.
- D. Faculty who earn additional credentials will be awarded as follows:
 - 1. Faculty who earn Masters or Doctorate degrees will be moved up to the appropriate pay scale, as outlined in 10-2 A.

10-3 Compensation for Excess Contact Hours

- A. Faculty members whose instructional load requires an excess of base teaching load for each semester, in accordance with this Agreement, shall be compensated at no less than the supplemental rate of pay for all such excess contact hours. Compensation for excess contact hours shall be consistent with the faculty member’s rank according to the supplemental rate schedule for upper and lower division classes.
- B. At times, Faculty members may meet their base load requirements over the course of multiple semesters in the same academic year. In cases where the faculty member is less than 3 credit hours from making base load and has demonstrated an ability to make up the credit hours in subsequent semesters, the Supervisor shall make every effort to approve the adjusted schedule. In some instances, the Supervisor may approve a course load plan comprised of work equivalent to the course(s)/contact hours needed for the Faculty member to make his/her load or assign Faculty to teach course(s) in

another discipline or area of need, if qualified.

- C. All Faculty may request a shift from a ten (10) month to nine (9) month appointment or from a twelve (12) month to ten (10) month appointment by notifying the College before the schedules of classes are set for the following academic year, and they shall be placed on the appropriate salary schedule if approved. Such requests shall not be unreasonably denied. The new salary shall be calculated according to the methodology outlined in 10-2A.

10-4 Administrative Release Time

- A. Instructors-in-Charge have programmatic administrative responsibilities, usually over the course of a year, that can be compensated via release time
- B. Lead faculty have project administrative responsibilities, usually over the course of a term, that can be compensated via release time
- C. Academic Directors have administrative leadership responsibilities usually over the course of multiple years that can be compensated with release time from a 12-month contract using the conversion as per 10-2A of this article.
- D. Faculty with administrative release time are required to consult on a regular basis with their supervisor on the scope of the role and expected hours of commitment to role responsibilities.
- E. Release time is generally calculated as a full duty day of administrative time for a 3 ECH equivalent – i.e., someone spending the equivalent of a full day a week for the entire term would have a 3 ECH release.

10-5 Honoraria and Supplemental Duties

- A. The College may prioritize service activities by incentivizing faculty with honoraria. Such duties will count as College Service.
- B. Faculty will receive either supplemental pay or release time for performance of the following duties as follows

Duty	Supplement per semester	Release Time per semester
Instructor-in-Charge/Lead Faculty		3 or 6 ECH
Academic Director		12 or 15 ECH
CETL Chair		3 ECH
Director, Center for Civic Learning and Community Engagement	\$5388.24 per semester (Fall, Spring, and Summer)	

- C. Other Supplemental Activities: A faculty member may enter into a supplemental activity agreement with the College for services outside of contractual duties and service obligations for the College at a compensatory rate of no less than \$40 per hour. Alternatively, up to three (3) credits hours of release time may be awarded for supplemental activities beyond base service. Supplemental release/pay shall not be negotiated at a lower rate than existing practices or policies.

- D. The Center for Excellence in Teaching and Learning may offer faculty honoraria or funding for faculty professional development. Such offers may vary from term to term and are voluntary.

10-6 Substitute Teaching

- A. A faculty member may be asked to substitute for an absent faculty member. This may be addressed in one of three ways: (a) faculty members exchange coverage directly, (b) a faculty member may cover and count this as College service, and (c) a Dean requests a faculty member to cover and the faculty member will be compensated with a stipend of \$40 per contact hour. If substitute teaching exceeds two (2) weeks, then it will be considered for conversion to supplemental instruction for the rest of the term.
- B. Faculty who choose to exchange class sections will not be charged personal or sick leave or deducted pay for supplemental instruction, and the faculty member covering the course shall not be paid for substitute teaching as outlined in 10-5A.

10-7 Other Temporary Duties

- A. Any faculty member who enters into an acting, interim, or temporary administrative role shall be compensated at the same base rate as that particular administrator classification.

10-8 Payroll Practices

- A. Faculty members shall receive their annual contract pay in equal biweekly installments beginning with the pay date immediately following the last pay date in the previous contract year, in accordance with the pay cycle for College employees.
- B. An employee who teaches extra pay courses shall begin receiving payment for all such courses no later than the third pay cycle after the first day of classes each semester and after all documentation for the extra pay is complete.
- C. The College shall make payroll deductions as available to SPC employees where authorized by the employee.
- D. If an overpayment or underpayment of wages is discovered, neither the College nor the employee shall be required to make the other whole for any period of such overpayment or underpayment extending beyond two (2) years. Where an employee has been underpaid, the College shall make every effort to make the employee whole by the next pay cycle of the date the College is made aware of the underpayment and it has been verified. If an employee proves hardship approved by the Vice President of Academic Affairs, an off-cycle pay run can be completed during a non-payroll processing week. Where an employee has been overpaid, the College may recover overpaid wages via deduction from the affected employee's bi-weekly paycheck until full repayment is made, provided that no individual deduction amounts to more than 20% of the employee's gross salary.

10-9 Miscellaneous

Upon ratification of this Agreement, the parties agree that the wages set forth in this Agreement represent all the wages bargaining unit members shall be entitled to receive for the 2024-2025 Academic year. Upon ratification, the Union agrees not to pursue any financial remedy and specifically waives any claim for back

wages or past pay adjustments, for outstanding and/or unresolved unfair labor practice charges as of the date of this Agreement

Article 11: Benefits

- 11-1. Bargaining unit members shall be entitled to receive the same benefits as all other College employees.
- 11-2. In accordance with Florida law, the College shall join the State Group Insurance program (“SGIP”) during the 2025 plan year with coverage beginning no later than July 31, 2025. Under this program, the State of Florida will be responsible for administering health insurance programs for the College employees, including the College’s faculty.
- 11-3. Prior to joining the SGIP, the College shall provide health insurance plans and provide medical benefit contributions to bargaining unit members equivalent to the plans and contributions provided to all other full-time employees of the College. In the event that the cost of the medical benefit contribution for the bargaining unit faculty prior to joining the SGIP increases by more than 10%, this article shall be reopened for negotiations.
- 11-4. If the College chooses to add benefits in addition to the benefits provided under the State insurance program, bargaining unit members shall be eligible for the additional benefits on the same basis available to other College employees.

Article 12: Continuing Contract & Professional Title

12-1 Continuing Contract

- A. The following unit members shall be eligible for consideration for continuing contracts: Full-time faculty members who have completed five (5) years and no more than seven (7) years of satisfactory full-time faculty service and professional development at St. Petersburg College.
- B. All continuing contracts issued shall be based upon:
 1. Satisfactory service performed in a full-time faculty position and shall be subject to all other requirements and provisions imposed by applicable Florida law or regulation.
 2. Verification by the supervising administrator of continuing need as indicated on the application for continuing contract.
 3. Satisfactory completion of a continuing contract portfolio which shall include the following:
 - a. Educational and Professional Background to include a current curriculum vitae.
 - b. The faculty member's Professional Development Plan.
 - i. During the first year of employment with the College, faculty members eligible for continuing contract will prepare a Professional Development Plan. The Professional Development Plan shall be written by the faculty member in collaboration with his or her supervisor. The Plan will identify the objectives that the faculty member expects to achieve prior to their application for continuing contract.
 - ii. The Professional Development Plan is intended to document the "roadmap" of coursework and other requirements that the faculty member will complete to achieve the Continuing Contract guidelines.
 - iii. The faculty member's supervisor will review the Professional Development Plan and provide feedback to the faculty member within one month of the Plan's submission.
 - iv. The Professional Development Plan is a fluid document that may be revised by both parties as the College's needs evolve and the faculty member's academic interests are refined. The Professional Development Plan will be reviewed and may be modified and updated as required in the evaluation provisions.
 - v. Copies of the five most recent annual reviews as a non-continuing contract faculty member.
 - c. Optional peer review
 - i. The portfolio is accessible for all faculty, who may review and submit individual recommendations.
 - d. The supervisor shall submit a letter containing a recommendation to the Vice President of Academic Affairs.

- a. The Vice President shall make a recommendation to the President, who shall make a recommendation to the Board of Trustees.
- b. The Board of Trustees makes the decision.

C. Continuing Contract shall proceed as follows:

1. The continuing contract candidate will be considered for continuing contract during the Spring Term no sooner than the candidate's fifth year.
2. Continuing contract decisions must be completed, and the candidate notified by the end of June of the submission year.
3. If a continuing contract is not awarded in the first application, and the faculty member is otherwise qualified for an annual contract, at least an annual contract shall be awarded.

D. General Provisions:

1. Candidates not approved for continuing contract will be notified in writing within ten (10) business days of the non-awarding of continuing contract.
2. Candidates who are approved by the Board of Trustees for contract shall be notified in writing within ten (10) business days of the Board's decision.
3. All continuing contracts issued shall be based on satisfactory service performed in a full-time faculty position and shall be subject to all other requirements and provisions imposed by law or regulation.

12-3 Professional Title

- A. Faculty shall hold the title of Assistant Professor, Associate Professor or Professor.
- B. Titles are a reflection of a Faculty member's career.
- C. The following are the professional titles used for Faculty:
 1. **Assistant Professor:** Faculty member who is employed by the College but not on a continuing contract. This title applies to all faculty who qualify upon ratification of the contract.
 2. **Associate Professor:** Faculty member who is employed by the College on a continuing contract. This title applies to all faculty who qualify upon ratification of the contract.
 3. **Professor:** Faculty member who is on a continuing contract and who has completed two three-year evaluation cycles post-continuing contract. This title does not immediately apply to faculty upon ratification of the contract, unless they have completed six annual evaluations post-continuing contract.

Article 13: Leaves of Absence

A. The College's leave policies that are cited below are incorporated by reference. Any proposed modification to the College's leave policies that affect the terms and conditions of employment, consistent with the requirements of law are subject to collective bargaining. Any alleged violation of the policies referenced in this Article are subject to Article 5 – Grievance Procedure.

1. Administrative Leave
2. Court Duty/Jury Duty
3. Domestic Violence Leave
5. Family Medical Leave (FML)
6. Military Leave (USERRA)
7. Personal Leave (with and without pay)
8. Professional Leave (with and without pay)
9. Sick Leave, Sick Leave Pool
10. Workers' Compensation
11. Vacation Leave (12-month faculty only)
12. College Holidays

Article 14: Faculty Rights

14-1 Bargaining Unit Member Rights

In the event the College intends to modify any term or condition of employment, which is not specifically provided for in this Agreement, the College agrees to give ten (10) business days' notice prior to the effective date of such change and bargain changes prior to implementation to the extent required by law. Nothing in this section shall preclude the Union's right to impact bargaining.

14-2 Non-Discrimination for Union Activity

- A. All bargaining unit members shall have the right to join or to refrain from joining the Union. Neither the College nor the Union shall discriminate against any employee covered by this Agreement because of Union membership or non-membership in accordance with applicable law.
- B. Any claim or charge that the College or the Union is discriminating against a bargaining unit member on the basis of Union activity may be processed through the applicable grievance and/or arbitration procedure of this Agreement in accordance with applicable law.

14-3 Academic Freedom

The parties affirm the principles of academic freedom and responsibility as expressed by the AAUP and AAC&U, which are rooted in a conception of the College as a community of scholars united in the pursuit of truth and wisdom in an atmosphere of tolerance and freedom. Academic Freedom is the freedom of a bargaining unit member to discuss all relevant matters in the classroom, to explore all avenues of scholarship, research, and creative expression, and to speak freely.

With academic freedom comes academic responsibility. Faculty members shall strive to exercise their academic freedom with integrity, sensitivity, sound judgment, and a conscientious regard for the rights of others and the best interest of the College.

On the part of an employee, Academic Responsibility implies the honest performance of academic duties and obligations, the commitment to support the responsible exercise of freedom by others, and the candor to make it clear that the individual, while they may be freely identified as an employee of the College, they are not speaking as a representative of the College in matters of public interest.

On the part of the Administration, Academic Responsibility implies a commitment actively to foster within the College a climate favorable to responsible exercise of freedom

14-4 Educational Materials Selection

- A. Each full-time faculty member shall be responsible for the selection of textbooks and other educational materials for the courses they teach. For program accreditation purposes or demonstrated curricular concerns, faculty within a discipline may be required to collectively adopt

common class materials for courses. In such cases, faculty may choose a different textbook by submitting a request to their supervisor; requests shall not be unreasonably denied.

- B. Full-time faculty are encouraged to solicit input on curriculum and materials for classes from adjunct faculty.

14-5 Right to Privacy

- A. Bargaining unit members have the right to privacy with regard to their personal and private life, including, but not limited to, religious and political activities. The College shall take no action against faculty for activities pertaining to their private or personal lives except as otherwise permitted by law, contract, statute, or state board rule and which are proven to be demonstrably detrimental to the College.

14-6 Safe Workplace

- A. The Union and the College agree that bargaining unit members are entitled to a campus environment free from any kind of harassment prohibited by applicable law. The parties shall endeavor to achieve a working and learning environment free from all forms of harassment and discrimination.
- B. Sex Offender Notification: The College shall follow College Procedure P6Hx23-2.013 (effective 2023) and applicable law for Sexual Predator or Offender Information Notification/Publication
- C. Assault, Battery, or Threats of Injury: A faculty member shall immediately report any work-related assault, battery, or threat of bodily harm to the College's Campus Security and/or the appropriate law enforcement agency. Leave for an absence due to an injury resulting from a physical attack shall be governed by BOT Rule 6Hx23-2.902 Workers' Compensation (effective 2023).
- D. Class Disruption: A faculty member may require a student disrupting class to leave the class environment and follow up with campus security and/or other appropriate personnel to end the disruption if the student will not voluntarily end the disruption.

14-7 Personnel File

- A. There shall be one official personnel file for each faculty member, which shall be maintained in accordance with applicable Florida Statute and State Board of Education Rules. The official file shall be maintained by the College's Office of Human Resources.
- B. Performance evaluations and student satisfaction surveys shall be maintained by CETL in a confidential manner and exempt from public access pursuant to applicable Florida Statutes and/or State Board Rules and Federal law.
- C. Faculty shall be permitted to examine the contents of their official personnel file. Faculty shall have the right to answer or respond to any material in their official personnel file and to attach such response pursuant to the laws of the State of Florida. Portions of the faculty member's official personnel file may be available in accordance with applicable Florida law via a public records request to the College's custodian of records.

14-8 Faculty Offices

- A. In order to abide by FERPA privacy requirements, the College shall provide resources to bargaining unit members to protect student records (e.g., with electronic access and/or physically lockable space). Faculty will be provided a reasonably furnished office on campus on a space available basis to conduct College business, which must be maintained by the faculty in a professional manner.
- B. Bargaining unit members will have unimpeded access to assigned offices during normal operating hours on days of normal campus operations. If access is needed after normal operating hours, the bargaining unit member shall request access by contacting the campus security office. Upon verification of faculty identification, such request shall not be unreasonably denied.
- C. The College shall upgrade individual bargaining unit members' computer technology as needed for adequate fulfillment of their job duties, subject to budgetary limitations and operational needs of the College.
- D. College and the bargaining unit member shall take reasonable precautions to safeguard the security of College property in accordance with the College's Information Technology program (P6Hx23-6.899, effective in 2023).

14-9 Parking

On each campus, the College shall provide off-street parking facilities for bargaining unit members on the same basis as other employees of the College. In the event the College determines to charge for parking, the College agrees to bargain with the Union regarding the cost.

14-10 Selection of New Faculty

- A. The College recognizes the importance of conferring with faculty in the hiring of new full-time faculty members. The College will establish faculty candidate review committees that will be consulted prior to the hiring of new full-time faculty members. The committee shall consist of at least 50% bargaining unit members from the discipline, department, and campus whenever possible.
- B. The committee shall function as follows:
 - 1. The Dean shall select the chairperson.
 - 2. The committee shall review all applications for a faculty vacancy and recommend which candidates to interview.
 - 3. The committee will interview and recommend finalists according to approved, objective criteria.
 - 4. The committee shall provide a list of pros/cons of the candidates.
 - 5. Input from faculty candidate review screening committees will be documented and shared; the final decision rests with the College.

14-11 Vacancies and Transfers

- A. The College retains the right and responsibility for determining the number and type of faculty positions required at each campus or center, and for the selection of individuals to fill these positions. The College will endeavor to give a full terms' notice of transfer but will notify impacted Faculty and respective Dean(s) a minimum of thirty (30) days prior to transfer unless there are extraordinary circumstances (e.g., death or destruction of campus).
- B. Faculty members may be assigned to one or more campus locations or any established centers.
- C. If the College determines that it is necessary to transfer a bargaining unit member to a new campus or center or academic unit, the College will first request qualified volunteers. The College will transfer the volunteer(s) if there is one.
- D. For a new or vacant full-time faculty position on another campus, but within the same discipline, existing faculty may request to transfer. If more than one faculty member applies to transfer to a vacancy, the College makes the decision.
- E. New faculty positions/openings that are posted or opened publicly on the College HR website shall be regularly announced to bargaining unit members.
- F. For a new or posted vacant full-time faculty position that is different from the faculty member's current discipline, a bargaining unit member may apply, following the application process for the position.
- G. Any faculty member selected for transfer must meet the educational requirements for the position.

14-12 Access to College Mail

- A. The College shall make its mail service available to each faculty member for College business as generally provided to all other College employees.
- B. The College will provide an email account and access to each faculty member. At a minimum, email access shall be provided in the faculty member's office and via the Internet from off campus. The bargaining unit member shall follow the College's IT security protocols to maintain access.

14-13 Weingarten Rights

Faculty with a reasonable expectation that they may face disciplinary action or be the subject of an investigation by the College, have the right to a Union representative at any meeting with the College administration. The decision whether to represent or accompany a faculty member who is not a member of the Union rests solely with the Union.

14-14 Graduation Regalia

In order to facilitate faculty participation in commencement ceremonies, the College will provide limited number of academic gowns for loan for the ceremony on a first come, first served basis at no expense to the faculty member provided these are returned in good order and usable condition.

14-15 Technology

- A. **Faculty Access to Technology:** All costs related to purchasing, overseeing, maintaining, upgrading, and configuring new and replacement College technology, including Learning Management Systems, for full-time faculty will be paid by the College
- B. **Instructional Technology (Classroom, clinical, simulation, workshop, media, etc.)** All costs related to purchasing, overseeing, maintaining, upgrading, and configuring instructional technology, including Learning Management Systems will be paid by the College

Article 15: Management Rights

- A. Except as limited by the specific and express terms of this Agreement, the College hereby retains and reserves unto itself all unilateral rights, powers, authority, duties, and responsibilities conferred upon or vested in it by Section 447.209, Florida Statutes, other applicable Florida and federal statutes, and the Florida Board of Education Rules. These unilateral rights include, but are not limited to, the right to:
1. Determine the purpose, mission, objectives, and policies of the College;
 2. Determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College's programs;
 3. Administer the personnel system of the College;
 4. Direct, supervise, schedule, and assign the workforce;
 5. Transfer an operation or any part thereof from one area of the campus to another or from one campus or site to another;
 6. Maintain the discipline and efficiency of the Faculty and operation of the College;
 7. Determine the programs and courses of instruction;
 8. Determine the College's grading system;
 9. Select employees for hire;
 10. Determine staffing requirements;
 11. Determine the duties required by employees;
 12. Transfer, lay off, and recall employees;
 13. Determine the nature and extent of services that are to be performed;
 14. Regulate the use of College equipment and facilities;
 15. Make and enforce work rules;
 16. Create or discontinue programs;
 17. Establish and modify or eliminate employees' duties;
 18. Determine staffing levels and patterns, including size and composition of the workforce;
 19. Budget and determine allocation of funds and resources;
 20. Schedule classes and establish class size
- B. Except as limited or modified by express written terms of this Agreement, all of the rights, powers, and authority previously possessed or enjoyed by the College prior to this Agreement are retained by the College and may be exercised without prior notice or consultation with the Union.
- C. The parties agree that all customary and usual rights, powers, functions and authority possessed by the College, whether exercised or not, are vested and the College shall continue exclusively to exercise such powers, duties and responsibilities. In carrying out its powers, duties, and responsibilities, the College may utilize committees and/or other bodies in a consultative fashion if it so chooses.
- D. The College's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right nor preclude the College from exercising the same right in some other way not in conflict with the express provisions of this Agreement.
- E. Nothing in this Article is intended as a waiver of the Union's rights under Chapter 447 to

bargain over mandatory subjects of bargaining or the impact of changes brought about by the exercise of management rights.

Article 16: No Strikes

- A. The Union and all bargaining unit members agree not to participate in, nor endorse strikes, picketing, stoppages, or concerted failure or refusal to perform assigned work by bargaining unit members covered by this Agreement, while this Agreement is in effect.
- B. Any bargaining unit member who participates or endorses a strike, a work stoppage, picketing, or concerted failure or refusal to perform assigned work shall be disciplined and/or discharged by the College and the sole and exclusive jurisdiction to review such discipline or discharge shall be provided in the grievance procedure.
- C. Picketing as referred to in this Article shall mean any action by way of demonstrating which has the effect of preventing or restraining any other employee from coming to work or from continuing to work, or has the effect of preventing or restraining any students, visitors, or others from ingress or egress to College facilities or other sites or otherwise impede the mobility of students, visitors, or others to or on any College facility on site. This definition shall not apply to lawful informational picketing.

Article 17: Standards of Conduct, Conflicts of Interest, and Outside Activity

17-1 Standards of Conduct and Conflict of Interest

- A. All employees at the College are bound to observe the standards of ethics set out in the Code of Ethics for Public Officers and Employees of the State of Florida (Chapter 112, Part III of the Florida Statutes) and advisory opinions rendered with respect thereto.
- B. In accordance with the College's procedure regarding standards of conduct (P6Hx23-2.031) in effect in 2023, College faculty members are required to report known or suspected instances of fraud or other financial, ethical, or improper activities. The College does not tolerate any type of retaliatory treatment towards anyone who may report suspected activities.
- C. Faculty members will comply with Conflict of Interest Policy regarding textbook publishers and vendors - Florida Statutes, 112.313 (Standards of Conduct), and 1004.085 (Textbook Affordability). and the College's Board of Trustees' Procedure P6Hx23-2.031 (in effect in 2023) define the relationship College faculty and staff can have with vendors and organizations with which the College has or may have a business relationship.

17-2 Drug Free Workplace

- A. As specified in the College's Procedure P6Hx23-2.02 in effect in 2023, SPC is drug-free and complies with the federal Drug-Free Schools Act. The College also operates in compliance with the Drug-Free Workplace Act of 1988 and is committed to assuring that SPC, as a workplace, is drug-free and that employees are not involved, while on duty, in the unlawful manufacture, distribution, sale, possession, or use of drugs or other controlled substances in violation of the law. The College will refer any faculty member who self-reports a dependency upon any illegal drug to the Employee Assistance Program (EAP). There will be no random drug testing of faculty by the College during the term of this contract, unless required by state or federal regulations.

17-3 Outside Activity

- A. A faculty member's primary professional obligations are to maintain the highest professional standards and to act in the best interest of the College. Faculty may not engage in activities that conflict with their College duties and responsibilities. Nor shall faculty conduct such activities during office hours.
- B. Outside activities should be examined by the faculty member in a professional light to ensure they do not violate the law or conflict with their College duties and responsibilities. Activities that violate such standards should promptly be abandoned.
- C. The College may question a faculty member regarding a potential conflict of interest or conflict of commitment (i.e., an outside activity whose time of occurrence or duration would hinder the faculty member from carrying out their College duties and responsibilities).
- D. Faculty must notify the College when working for a competing institution and may not use

College resources in such work. A competing institution is one located in Pinellas County or surrounding counties, another Florida State College, or an institution that has a significant online presence in the region. Faculty must also notify the College prior to accepting a faculty appointment beyond adjunct with another institution.

- E. A faculty member engaging in any outside activity shall not make more than incidental use of College facilities, equipment, services, or personnel of the College in connection with the activity without prior approval of the College. Incidental use must not adversely affect the performance of the faculty's College duties or the College's operations, must be extremely limited in duration and frequency, and must be restricted to matters that cannot be addressed during non-working time.
- F. A faculty member engaging in an outside activity does so as a private citizen and shall not represent themselves as an official College representative in connection with any outside activity, including self-employment or business interests. However, nothing in this Agreement shall prohibit a faculty member from identifying their employment, including title with the College.
- G. The College may take disciplinary action concerning violations of this Article in accordance with the terms of Article 6 of this Agreement.

Article 18: Faculty Contracts and Provisions

18-1 Types of Faculty Contract

St. Petersburg College Board recognizes two types of full-time faculty contracts with three different durations of commitment during the academic year. Faculty may remain on annual contract for a period no greater than 7 years. If not awarded a continuing contract, no further annual contracts will be provided.

- A. **Annual Contract Full Time Faculty.** Contract responsibilities during each academic year are either nine-month, ten-month, or twelve-month in duration. Annual contract faculty are eligible for renewal from academic year to academic year with Board approved contact renewals each spring. If an annual contract faculty member will not be renewed, they must be notified by March 31st of their current contract year. If eligible for continuing contract in the following year, the notification of continuing contract appointment will be made by June 30th of their annual contract year.
- B. **Multi-Year Contract Full Time Faculty.** Contract responsibilities during each academic year are either nine-month, ten-month, or twelve-month in duration. Multi-year contract length is limited to 3 years, and faculty are eligible for renewal at the end of a multiple year term with Board approved contact renewals each spring. If a multi-year contract faculty member will not be renewed, they must be notified by March 31st of the final year in their contract. If eligible for continuing contract in the following year, the notification of continuing contract appointment will be made by June 30th of their annual contract year. No more than five (5) multi-year contracts may be in effect in any one year.
- C. **Continuing Contract Full Time Faculty.** Contracted responsibilities during each academic year are either nine-month, ten-month, or twelve-month in duration. Continuing contract faculty have earned continuing contract per the standards set forth by the college and Florida statute.

18-2 Contract Durations and Provisions

- A. **Nine-month Full Time Faculty Contract.** Faculty with a nine-month contract duration teach only two terms an academic year with no more that 163 days worked per academic year.
- B. **Ten-Month Full time Faculty Contract.** Faculty with a ten-month contract duration teach three terms with no more than 195 days worked per academic year.
- C. **Twelve-Month Full Time Faculty Contract.** Faculty with a twelve-month contract follow the same schedule as administrators and staff, which includes paid vacation day accrual and paid holidays. Twelve-month faculty work no more than 243 duty days.

Article 19: Professional Expenses and Enhancement of Professional Skills

19-1 Business and Professional Expenses

- A. Faculty members who are required to incur costs related to clinical or professional licensure or other credentials necessary to maintain their employment with the College or professional relationship with an external entity through which the faculty member provides instruction via a Clinical or Faculty of Record course shall have such costs reimbursed by the College with prior approval.
- B. Faculty members who are required to complete hospital background checks, testing, fingerprinting, immunizations (not covered by insurance), or other requirements in order to maintain employment with the College or a professional relationship with an external entity through which the faculty member provides instruction via a Clinical or Faculty of Record course shall have such costs reimbursed by the College with prior approval.

19-2 Expenses for Professional Certifications and Travel

- A. The College will encourage each faculty member to attend professional conferences. Once a faculty member's request to attend a professional conference is approved, a faculty member will be reimbursed for the approved expenses provided the faculty member follows College procedures for authorizing travel, expense, and reimbursement.
- B. A faculty member may attend approved seminars or workshops that are required for certification within the faculty member's discipline or are within an area where the College desires additional certification/training or to meet the needs of the College. The faculty member will be advised of the amount of approved reimbursement prior to attending; unless prior approval of the amount is obtained, no reimbursement will be made. The faculty member must provide verification of seminar/workshop attendance to qualify for reimbursement.
- C. Faculty are encouraged to remain current in their disciplines and seek professional development opportunities through seminars, conferences, and workshops.
- D. A faculty member shall submit their applications to their supervisor for approval by the Vice President for Academic Affairs. Priority for travel approval is for regional conferences (i.e., in state or in adjacent states). The location must be in the best interest of the College and not for the convenience of the faculty member. Priority in application received concurrently will be applied as follows:
 - 1. Applications submitted by faculty members presenting conference papers or panels will be given priority.
 - 2. Applications submitted by faculty members seeking to enhance or extend current skills and who did not receive funding in the previous academic year will be given second priority.

- E. Faculty may not be awarded professional development funding more than once per academic year.
- F. The maximum award for a conference or training amount shall be \$2500.

Article 20: Intellectual Property and Artificial Intelligence

20-1 Ownership of Intellectual Property

It is the policy of the College to create and support an intellectual environment in which College employees are free to create and collaborate in the development of scholarly and creative works, educational materials, and other intellectual property. Such development activities increase professional knowledge, provide creative models for students, and bring recognition to the individuals and the College. These developments may involve some use of College time and resources. Ownership rights shall be determined by the type and amount of College time, resources, equipment, and assistance used in the development of such materials.

- A. In accordance with the laws of the State of Florida, a faculty member shall have the right to ownership of all work products that relate to educational endeavors, if such products are the result of independent labors, and are not produced as a result of a specific agreement with the College, and no more than incidental use of College facilities and/or resources. Such endeavors may include any patent rights, copyrights and royalties, and any associated profits derived therefrom.
- B. Individual Effort. Rights to copyrightable materials or patents that are generated as a result of individual initiative and not as a specific College assignment and with the incidental use of College facilities and/or resources shall reside solely with the author or inventor.
- C. College-Assisted Individual Effort. When materials and/or processes are developed as a result of a specific assignment by the College, arising out of the duties for which the faculty member(s) was(were) specifically engaged by the College, or involving the substantial use of College facilities and/or resources, the College is entitled to certain rights and privileges as listed below:
 1. The College faculty member and College shall have joint ownership to make full use of all products and processes so developed pursuant to this section.
 2. If copyright, patent, or trademark is sought, the College and faculty member shall enter into an agreement to establish the percentage of ownership of trademarks, copyrights, or patents for work products that relate to educational endeavors in accordance with the laws of the State of Florida.
 3. Faculty members may not use such materials in endeavors outside their College employment without the express agreement of the College.
 4. The College recognizes that some publications may result from scholarly work supported, either partially or completely, by the College. Generally, while the College retains rights to Intellectual Property developed at the College, the College releases rights in scholarly works. Scholarly Work means books, articles and other publications, artistic creations, literary manuscripts, visual and auditory creations, and musical works, irrespective of their medium of storage or presentation that are not produced for financial reward or specific agreement. This is also meant to include software, computer programs, and databases, but only if they are an accessory to or part of a

scholarly product. Textbooks and related software developed as a specific assignment are not considered a Scholarly Work for the purpose of this section.

- D. College Initiated and Supported Efforts. Materials and processes developed as a result of a specific assignment by the College, arising out of the duties for which the faculty member(s) was(were) specifically engaged by the College, and involving the substantial use of College facilities and/or resources shall be work for hire.
1. Ownership of such materials or processes resides with the College.
 2. When products are the result of a specific agreement with the College, the College and a faculty member may enter into an agreement to establish the percentage of ownership of trademarks, copyrights or patents for work products that relate to educational endeavors in accordance with the laws of the State of Florida.
 3. The faculty member(s) shall be granted a non-transferable royalty-free license to make full use of all products and processes so developed while employed by the College and within the scope of their employment with the College.
- E. External Sponsor Supported Efforts. College faculty who produce copyrightable material, trademark, or a patent under external sponsor-supported projects shall be responsible for compliance with Sections B, C, and D above.
- F. The College shall own the generic courses, programs, and services that have been developed at the College's direction through its formal institutional procedures as well as the approved institutional documents that are intended to ensure the consistent delivery of such courses, programs, and services, regardless of the particular employee involved (e.g., for each College course, the course description and learning outcomes approved through the College's curriculum development procedures) unless the College and the employee have expressly agreed in writing to a different arrangement.

20-2 Royalty Income

Royalty income from copyrighted materials, patents or trademarks shall be distributed as listed below.

- A. Individual Effort. Income derived from materials and patents produced from the individual initiative of College faculty as defined above shall accrue solely to the author or inventor provided the College shall be granted a royalty-free license to make full use of all products and processes so developed while the author or inventor is employed by the College. Unless the contribution is substantial, a faculty member shall not accept royalties or other compensation from the sale of a custom text created by a publisher specifically for use at the College if that faculty member was not an original author of the unmodified version of the existing edition of the text.
- B. College Assisted Individual Effort. Income derived from individual efforts which are complemented by College time, facilities and/or resources, as defined above, shall be jointly owned in accordance with Section 20-1C. above. However, repayment to the College must be made by the individual(s) concerned as outlined above, which also outlines the other rights of the College as set forth in 9.1 B. Where the College agrees to permit its name to be used in connection with the product or processes, or agrees to market or assist in acquiring

a marketing source for the product or process, royalties will be shared with the College receiving at least 25 percent and the individual(s) no more than 75 percent, unless a written agreement is executed and approved by all parties prior to the granting of the copyright, patent, and trademark.

- C. College Initiated and Supported Efforts. When copyrighted material or a patent is generated by a specific College assignment or as a result of specific labors for which the individual was employed, for any matters covered under the above information, the College shall be the sole recipient of all income derived therefrom, unless a written agreement is executed and approved by all parties prior to the granting of the copyright, patent, or trademark.
- D. External Sponsor-Supported Efforts. Income derived from external sponsor-supported efforts shall be disbursed in accordance with the specific terms of governing contractual or grant documents provided the College has approved the terms of the governing contract before it takes effect. Income derived from copyrighted materials, patents, or trademarks shall be disbursed in accordance with this article when the contract or grant document is silent as to disbursement of royalties or times of value.

20-3 Acceptable Use of Artificial Intelligence Technologies

- A. Artificial Intelligence (AI) Systems are defined as computer systems or programs designed to perform tasks that would typically require human intelligence. These systems are designed to process data, learn from experience, adapt to new inputs, and perform tasks autonomously or semi-autonomously.
- B. All use of AI Systems by College faculty must adhere to principles of fairness, transparency, accountability, and privacy. AI initiatives should advance academic, administrative, and societal missions, promoting student success, research and efficiency. It is crucial to acknowledge that AI-generated content may exhibit inaccuracies, biases, or be entirely fabricated.
- C. Projects involving the use of AI systems for research or academic purposes must undergo ethical review by the Research Review Committee to assess potential risks and ensure compliance with ethical guidelines.
- D. College faculty are prohibited from claiming any content generated by Generative AI tools as their original work, without disclosing. If referencing, summarizing, or incorporating ideas from Generative AI output, individuals must ensure its accuracy and refrain from plagiarizing existing work or infringing upon the intellectual property rights of others.
- E. College faculty are required to verify the accuracy of information produced by Generative AI tools before utilizing such information. Reliance on Generative AI output shall only occur after confirmation of accuracy from supplementary sources.

Article 21: College Committees

Faculty members should share in the formulation of the curriculum, and engage in service to the College as required by Article 9. Also, they should be represented by at least one (1) Union member on Academic Affairs standing committees.

- A. The Vice President of Academic Affairs will charge the formation of standing committees in Academic Affairs. These Academic Affairs standing committees may include, but are not limited to:
 1. CETL Board of Directors
 2. Curriculum and Instruction
 3. Honors Program Advisory Council
 4. Research Review Committee
 5. Undergraduate Research Committee


- B. If there is not at least one (1) Union unit member on each Academic Affairs standing committee, the President of UFF-SPC or designee shall recommend to and consult with the Vice President for Academic Affairs or designee over the appointment of at least one (1) Union member to the committees. The Vice President for Academic Affairs or designee will make the final decision on members of the Standing Committees and provide those names to the President of UFF-SPC by July 1.

Article 22: Duration

22.1 – Duration of Agreement

- A. This Agreement shall become effective when ratified by the employees in the bargaining unit and by the College.
- B. This Agreement shall continue in full force and effect until June 30, 2027, subject to the following provision:
 - 1. This Agreement shall be reopened in January for the 2025-2026 Academic year for the purpose of consideration of Article 10 Compensation. Each party may also select one additional article, new or existing, to negotiate.
 - 2. This Agreement shall be reopened in January for the 2026-2027 Academic year for the purpose of consideration of Article 10 Compensation. Each party may also select one additional article, new or existing, to negotiate.
- C. Upon expiration, this Agreement shall continue in full force and effect until a successor Agreement is ratified.

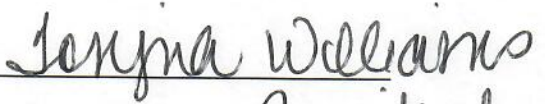
On Behalf of UFF

By: 

Title: Chapter President

Date: 2/14/2025

On Behalf of St. Petersburg College

By: 

Title: College President

Date: 2/17/25