

# **Collective Bargaining Agreement**

between the

Pasco-Hernando State College Board of Trustees

and the

United Faculty of Florida, Pasco-Hernando State College Chapter

2020-2023

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## **Article 1. Recognition**

The Pasco-Hernando State College Board of Trustees recognizes the United Faculty of Florida as the sole and exclusive collective bargaining agent for those faculty members of Pasco-Hernando State College (“College”) certified by the Florida Public Employee Relations Commission No. 1930, issued April 27, 2018, in all matters concerning wages, hours, and terms and conditions of employment and any other mutually agreeable subjects of collective bargaining. The Board agrees not to negotiate with or otherwise recognize any organization purporting to represent employees of this bargaining unit for purposes of collective bargaining other than the Union. The Union agrees to refrain from negotiating directly with the Board of Trustees as to collective bargaining or the handling of grievances and disputes.

## **Article 2. General Provisions**

### **Section 2.1. Duration of Agreement**

- A. This Agreement shall be effective when ratified by both parties and shall remain in force and effect through June 30, 2023.
- B. Each party shall be entitled to open Article 10 (Compensation) and/or three other articles of its choice for the 2020-2021, 2021-2022, and 2022-2023 contract years. Additional articles may be opened only with the mutual agreement of the parties except where specified otherwise elsewhere in this Agreement.

### **Section 2.2. Supremacy and Severability**

- A. This Agreement shall supersede any prior agreements between the parties and any rules, regulations, policies, practices, or procedures of the Board with which it may conflict.
- B. If this Agreement or any of its terms is determined by a court of competent jurisdiction to be in conflict with applicable law, that portion of this Agreement shall be null and void, but the remainder of this Agreement shall remain in full force and effect with it being presumed that the intent was to enter into this Agreement without such invalid portion or portions.
- C. At the request of either party, should any Article of this Agreement be rendered invalid as described above, it shall be renegotiated in accordance with Chapter 447 of the Florida Statutes.

### **Section 2.3. Non-Assignment**

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

### **Section 2.4. Waiver**

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 provision of this Agreement be construed as a waiver of said provision thereafter.

### **Section 2.5. Non-Discrimination**

- A. The Employer shall not discriminate against any employee covered by this Agreement on account of Union membership or activity in support of the Union. The right of the employees to belong to, participate in, or refrain from belonging to the Union shall not be prohibited, abridged or subjected to interference.
- B. Neither the Employer nor the Union shall discriminate against employees based on race, color, religion, national origin, ethnicity, sex, pregnancy, age, disability, marital status, veteran status, credit history, sexual orientation, gender identity, or genetic information, or political affiliation.
- C. Nothing in this Agreement shall be construed to deny or restrict members of the Union's bargaining unit any rights they may have under applicable state or federal laws or regulations. A member of the bargaining unit who elects to pursue a discrimination claim by filing applicable administrative charges or judicial action shall be deemed to have waived his or her right to file a grievance alleging a violation of this Article, and any such grievance shall be deemed withdrawn. However, such filing shall not be deemed a waiver of the right of other members of the bargaining unit, or of the Union on their behalf, to file such a grievance; provided that any bargaining unit member who has filed administrative charges

or judicial action shall be precluded from receiving any relief recovered as a result of a grievance filed by another member or by the Union.

D. All references in this Agreement to employees of a particular gender are used for convenience only and shall be construed to include all employees, regardless of gender.

**Section 2.6. Contract Printing and Distribution**

The employer shall make an electronic version of the Agreement available on the College website.

**Section 2.7. Strikes and Strike-Related Activity**

The parties recognize and acknowledge that, as set forth in Section 447.203(6), 447.501(2)(e)-(f), 447.505, 447.507, and 447.509 of the Florida Statutes, strikes and strike-related activity in public-sector employment is expressly prohibited by Florida law. The Union agrees that it shall not instigate, authorize, or otherwise endorse any strike or strike-related activity prohibited by Florida law. In the event of an alleged violation of the statutory provisions referenced in this section, the Employer may seek any relief available to it in the circuit courts, as provided by Section 447.507 of the Florida Statutes.

## **Article 3. Union Rights**

### **Section 3.1. Dues Deduction**

- A. The Administration agrees to deduct Union dues from the wages of those employees who have completed written authorization for such deductions.
- B. The employee's authorization shall continue to be in effect unless cancelled by written notice to both the Union and the Board. The notice must be received by both the Union and the Board at least thirty (30) days prior to the effective date of the cancellation.
- C. Upon request, and no more frequently than once per fiscal year, the Employer shall furnish to the Union payroll records sufficient for the Union to verify accurate deduction of Union dues. Upon demonstration by the Union within 5 days that dues were incorrectly deducted from one or more of its members, within 30 calendar days the Employer shall commence accurately deducting or withholding from the member's paycheck sufficient union dues to prospectively make the Union or affected employee(s) whole. Should the Employer fail to accurately deduct dues in the following paycheck run, it shall be held liable and shall make the Union or affected employee(s) whole.
- D. Except as specifically outlined in paragraph C above, the Union agrees to indemnify and hold the Employer harmless from any and all claims, demands, fees, or expenses related in any way to the Employer's deduction of Union dues.
- E. Under no circumstances will the Employer be obligated to deduct from an employee's salary any fines, penalties, or special assessments.

As of October 2023, payroll dues deduction is in litigation with the State of Florida. To learn about dues payment, visit [www.uff-phsc.org](http://www.uff-phsc.org)

### **Section 3.2. Use of Facilities**

- A. The Employer shall make available to the Union the use of College facilities on the same basis as the facilities are made available to third party organizations, provided that the Union complies with the same request and approval process applicable to third parties and in place at the time of the request. Such requests will be approved when space is available, and notice of approval or denial shall be promptly given after a determination can be made regarding availability. Notwithstanding any fee charged to other third-party organizations, the Employer agrees not to charge the Union a fee for routine use of its facilities for its regular Union business meetings.
- B. The Union shall have the right to use without cost the internal College mail system, including e-mail, solely to provide notice of the date, time, and location of union meetings to members of its bargaining unit. Such notice shall be provided concurrently to the College President and Executive Vice President and Chief Academic Officer/College Provost.
- C. The Administration shall provide the Union access to a 3'x5' bulletin board on each campus, in a work area determined by the Employer, for the exclusive use of the Union for the posting of notices of Union meetings and official Union business; however, nothing shall be posted which contains foul or abusive language; political advertisements or endorsements, business advertisements, personal solicitation, or any matter that is detrimental to any individuals or to the Employer. A copy of any materials to be posted on the bulletin board as specified above shall be sent to the College President at the time of such postings. All notices shall be signed by an authorized Union representative.



D. On request, the College's online Directory shall include an entry for the Union with an e-mail address and phone number designated by the Union President.

### **Section 3.3. Union Office**

Subject at all times to availability and location, as determined by the Employer, the Employer agrees to provide rental office space to the Union for its exclusive use at a cost of \$100 per month or \$400 per semester. No more than one such office may be rented at any one time.

### **Section 3.4. Access to Faculty**

- A. If the College conducts a campus-wide or College-wide orientation for newly employed faculty, the Union may, at its sole discretion, provide a packet of information to be distributed with orientation materials. The Administration will notify the Union of the date of such orientation and number of participants not less than 2 weeks prior to the orientation.
- B. If the College conducts a campus-wide or district-wide meeting, in-service, or professional development day or event for faculty members, the Union may, on request, be provided, when available, with a physical space in close proximity to the location of the event to meet with faculty who voluntarily elect to attend and distribute materials. In the event the Union wishes to hold a faculty meeting during such a day or event as described above, the College shall include notification of the Union's voluntary meeting in the program of events upon request by the Union, provided that the Union's meeting shall not be deemed to be a part of the College's agenda for the meeting or event or in conflict with required meetings/professional development.
- C. On All College Day, the Union may, on request and subject to available space, hold a voluntary meeting to discuss union business.

### **Section 3.5. Access to Information**

- A. The Employer shall furnish to the Union, upon request, any available information in its possession or custody, to the extent required by the Florida Public Records Law and not otherwise privileged or confidential under applicable law, which is pertinent to the Union's fulfillment of its role as the certified bargaining agent. **Government in the Sunshine Manual**
- B. To the extent required by the Florida Public Records Law and not otherwise privileged or confidential under applicable law, the Employer agrees to furnish the Union upon request the following items without cost:
  - 1. The College Operating Budget and any amendments or changes thereto, concurrent with their submission to the Board;
  - 2. The complete agenda for each regular and special meeting of the Board including all supporting documents and routine faculty personnel recommendations, concurrent with their submission to the Board;
  - 3. The minutes of each regular and special Board meeting and Board workshop, concurrent with their submission to the Board;
  - 4. Information, upon request, concerning the College's financial activities;
  - 5. The Annual Financial Report, concurrent with its submission to the Florida Auditor General;

6. A document containing an updated list of members of the Union's bargaining unit including the following information for each such member:
  - a. Name
  - b. Department, e-mail address, home address, campus address and phone number
  - c. Date of birth
  - d. Date of hire
  - e. Date of entry into the Union's bargaining unit
  - f. Date of tenure award if applicable
  - g. Years of experience credited for salary
  - h. Degree status
  - i. Base salary
  - j. Any supplemental salaries
  - k. Accrued paid leave
7. All policies, procedures, employee handbooks relevant to members of the Union's bargaining unit, student handbooks, and any amendments or changes thereto, concurrent with their publication to administrators or on the College's website.
- C. To the extent that any of the information requested is available on the College's internet or intranet sites, the parties agree that the Employer may satisfy its obligation under this Article by directing the Union to the applicable electronic location.
- D. The parties recognize that the time to respond to an information request will necessarily be dependent on the nature, volume, and format of the information requested. The Employer will endeavor to provide the records requested by the Union in a prompt manner and ordinarily within 10 days. In the event that the Employer cannot fulfill the request within 10 days, it will notify the Union at its earliest opportunity, provide an anticipated timeline for fulfilling the request, and, at the Union's option, discuss any alternatives to streamline the request or response.
- E. The question of whether particular information requested by the Union is in the public record shall not be subject to arbitration.

**Section 3.6. Consultation with the College President**

Upon request, the College President will meet once per year with the Union to consult on matters of concern at a time convenient to both parties. Additional meetings between the Union and the College President or his or her designee shall occur upon request. Such meetings shall not be construed as a substitute for the collective bargaining process or the grievance procedure.

## **Article 4. Management Rights**

- A. The management of the College and the direction of its work force shall be vested exclusively in the College, subject only to such limitations expressly set forth in this Agreement. Except as limited by a specific and express term of this Agreement, the College hereby retains and reserves to itself all unilateral rights, powers, authority, duties, and responsibilities conferred on it by Section 447.209 of the Florida Statutes, including, but not limited to:
1. To establish educational policies and procedures and to ensure the rights and educational opportunities of students;
  2. To manage and administratively control the College and its facilities;
  3. To hire all faculty and staff;
  4. To determine the time and hours of operation;
  5. To determine the kinds and levels of services to be provided and the methods and means of providing those services;
  6. To determine staffing patterns;
  7. To determine the number and classification of personnel needed;
  8. To control and regulate the use of machinery, facilities, equipment, and other property of the College;
  9. To determine, establish, increase, reduce, or eliminate the number, location, and operation of campuses, programs, departments, divisions, and all other units of the College;
  10. To establish budget procedures and determine budgetary allocations;
  11. To determine the methods of raising and using revenue;
  12. To take action on any matter in response to an emergency;
  13. To schedule classes and to assign faculty to meet the needs of the students, the community, and the College;
  14. To develop, maintain, and enforce administrative rules, procedures, policies, regulations, and practices not inconsistent with this Agreement.
- B. The exercise of such management rights shall not preclude the faculty or Union from raising grievances should decisions on the above matters have the practical consequence of violating the express terms and conditions of this Agreement. Furthermore, nothing in this Article shall be construed as limiting the Union's right to bargain the impacts of decisions made within the scope of management rights on wages, hours, and terms and conditions of employment.
- C. The parties agree that disputes regarding the Employer's obligation to bargain with the Union shall not be subject to the grievance and arbitration procedure but shall be subject exclusively to the procedures and remedies set forth in Section 447.501 of the Florida Statutes.

## **Article 5. Grievance Procedure**

### **Section 5.1. Purpose**

The parties agree that prompt and just settlement of grievances is of mutual concern and interest. The purpose of this procedure is to secure prompt, just, and efficient resolution of grievances. The parties agree that grievances should be resolved at the lowest possible level. To these ends, the parties shall make available to one another all known facts and information pertinent to any pending grievance, without cost, to facilitate resolution of grievances. This procedure shall be the sole and exclusive method of resolving all grievances that arise under this Agreement.

### **Section 5.2. Definitions**

- A. Grievance – an alleged violation by the Administration or one of its agents or representatives of one or more articles or sections of this Agreement which are not expressly excluded from forming the basis of a grievance.
- B. Grievant – the member(s) of the Union’s bargaining unit, or the Union itself, alleging a grievance.
- C. Grievance Form – the form provided in Appendix 1 to be used for all filings, responses, and escalations of grievances. The Grievance Form shall include a statement of the grievance and the facts involved, the specific article(s) and/or section(s) of this Agreement alleged to have been violated, and the remedy requested. Neither the employer nor the union is required to process a grievance in the absence of a completed Grievance Form.
- D. Representative – an individual designated by the Union to represent and act for and on behalf of the grievant throughout the grievance procedure.
- E. Moving party – the Administration when the grievance challenges discipline, the Union otherwise. The moving party shall bear the burden of proof and shall be the first to present evidence in the event the grievance is moved to arbitration.

### **Section 5.3. Process**

- A. Informal step: a grievant shall first informally discuss their grievance with their immediate supervisor when possible within 20 days of the decision or events giving rise to the grievance or the grievant’s knowledge of the decision or events giving rise to the grievance, whichever is later. If not satisfied at the outcome of the informal discussion, the grievant may file a formal Level 1 grievance with their immediate supervisor within 10 days of the date of the informal discussion.
- B. Level 1: upon receipt of the Grievance Form, the immediate supervisor shall have 10 days to provide a written disposition to the grievant sustaining or denying the grievance. If not satisfied at the outcome of Level 1, the grievant may appeal the decision by filing a Level 2 grievance within 10 days of the date of receipt of the Level I written disposition.
- C. Level 2: upon receipt of the Grievance Form, the Executive Vice President and Chief Academic Officer/College Provost shall have 10 days to meet with the grievant to discuss the appeal. The Executive Vice President and Chief Academic Officer/College Provost shall then have 10 days to provide a written disposition sustaining or denying the grievance in whole or in part. If not satisfied at the outcome of Level 2, the grievant may escalate to Level 3 within 10 days of the date of receipt of the Level 2 written disposition.

- D. Level 3: Upon receipt of the Grievance Form, the President may, but is not required, to request a meeting with the employee and/or Union representative. In any event, the President shall have 10 days to provide a written disposition sustaining or denying the grievance in whole or in part. If not satisfied at the outcome of Level 3, the grievant may escalate to arbitration within 10 days of the date of receipt of the Level 3 written disposition. Any objections to the arbitrability of a grievance must be expressly stated in the Level 3 written disposition.
- E. Arbitration: The final step of this grievance procedure is arbitration before a neutral third-party.
1. Once a grievance is escalated to Arbitration, the parties may confer to mutually agree on an arbitrator. Otherwise, the moving party shall file a request with the Federal Mediation and Conciliation Services (FMCS) for a panel of at least seven arbitrators with a business address within 125 miles of at least one of the College's campuses. The arbitration shall proceed according to the rules of the FMCS in all respects not inconsistent with this Agreement. In the event the parties select an arbitrator through striking of names, the party striking first shall be determined by a coin flip.
  2. 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 either Pasco County or Hernando County, Florida, unless the parties mutually agree otherwise. The moving party shall be the first to present its case. Release time shall be granted to the grievant and to any witnesses called by the Union.
  3. Issues of arbitrability are within the sole jurisdiction of the arbitrator to resolve. When possible, the arbitrator shall conduct a hearing via conference call to determine arbitrability and shall issue a decision on arbitrability within 15 days. The 15 day timeframe may be extended by mutual agreement of the parties. If the grievance is deemed not arbitrable, it shall be referred to the parties without decision or recommendation on its merits.
  4. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement. Where an Administrator has made a judgment involving the exercise of discretion, the arbitrator shall not substitute his or her judgment for that of the Administrator so long as the arbitrator finds that the exercise of discretion was not arbitrary or capricious. The arbitrator's jurisdiction shall be over the interpretation and application of this Collective Bargaining Agreement and documents referenced herein with respect to the issues submitted for arbitration. The arbitrator's decision shall be final and binding upon the parties.
  5. All fees and expenses mutually incurred pursuant to arbitration shall be equally shared by the parties. In the interest of keeping such expenses to a minimum, it is the intent of the parties to keep the use of transcriptions by a court reporter to a minimum. The parties shall split the fees for a court reporter's appearance and transcript only when the parties mutually agree to the use of a court reporter, or the use of a court reporter is requested by the arbitrator. Each party shall itself bear the costs of preparing and presenting its case, such as expenses associated with witnesses, including expert witnesses, and attorneys' fees and expenses. Under no circumstances will either party be ordered to pay the attorneys' fees of the opposing party.

#### **Section 5.4. Other Provisions**

- A. A reasonable effort should be made to expedite the process before time limits are reached, however the time limit at each step is the maximum. Time limits may be extended by mutual agreement. Failure by a

grievant to submit, process, or advance the grievance within the time limits set forth in this Article shall constitute a withdrawal of the grievance. Failure by the administration to timely meet with a grievant or timely issue a written disposition regarding a grievance shall constitute a denial of the grievance at that step and shall trigger the timeline for the grievant to advance the grievance.

- B. A grievance may be withdrawn at any time during any step of the process. A grievance may be amended at any time during any step of the process up to the arbitrator's official appointment by submitting the amended grievance on the Grievance Form.
- C. If an individual faculty member attempts to file a grievance without a designated Union representative, the employer shall notify the Union as soon as practicable. Under no circumstance shall the employer permit an individual faculty member to access the grievance or arbitration mechanisms of this Agreement over the objections of the Union. The Union acknowledges the right of a bargaining unit employee who is not a member of the Union to submit a grievance to arbitration where the Union elects not to pursue arbitration on the employee's behalf for reason of the employee's status as a non-member of the Union. The Union must provide the employer with written assurance that it is declining to pursue arbitration solely due to the aggrieved employee's nonmember status. The outcome of any grievance in which the Union chooses not to intervene because of the employee's nonmember status shall create no practice or precedent with respect to the interpretation or application of this Agreement.
- D. If a grievance affects faculty members under multiple supervisors or arises out of a decision not within the power of a faculty member's immediate supervisor to alter, the grievant(s) may initiate the grievance process at Level 2.

## **Article 6. Reduction in Force**

### **Section 6.1. General Provisions**

- A. A reduction in force (“RIF” or “layoff”) is an involuntary separation of one or more employees from their employment due to a financial exigency or lack of work. The parties recognize both the Administration’s right under F.S. 447.209 to initiate layoffs, and the Union’s right to negotiate the impact of such decisions and to file a grievance where such decisions are alleged to violate provisions of this Agreement. The parties further recognize that the interests of students, faculty, and the College are best served by cooperation between the Union and the Administration to seek alternative solutions to layoffs.
- B. The Administration will endeavor to provide six months’ notice to the Union of an anticipated layoff, but in no event will provide less than 45 days prior notice. Following the notice and upon request from the Union, the parties will meet in reasonable times and places to generally discuss the decision and to negotiate any impacts.
- C. 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.
- D. No employee shall be subject to layoff while there is a vacancy in a comparable position for which the employee is credentialed and qualified. No continuing contract employee shall be subject to layoff while there is a non-continuing contract employee holding a comparable position for which the continuing contract employee is credentialed and qualified. Placement of an employee into a different position as a result of layoffs shall be treated as an involuntary transfer in all respects not explicitly specified in this Article.
- E. An employee designated to be released from employment under this Article shall receive notice at the same time that the notice of anticipated layoff is provided to the Union or as soon thereafter as the decision is made selecting the employee for layoff.

### **Section 6.2. Layoff Considerations**

In the event of a layoff, the determination of which employees to retain and which employees to separate will be based on College needs and the qualifications of the employees in the academic unit or program affected, as evidenced by the following criteria ranked in descending order of importance:

1. Accreditation standards of appropriate agencies
2. Program and Area needs
3. Employee qualifications and credentials
4. Employee performance evaluations and length of service
5. Disciplinary history not reflected in any evaluation
6. Employee service to the College and other work history
7. Supervisory recommendation

### **Section 6.3. Recall**

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



## **Article 7. Faculty Evaluation**

### **Section 7.1. General Provisions**

- A. Pasco-Hernando State College supports a formalized system of performance evaluations for all employees. The evaluation of Faculty shall be the responsibility of PHSC administration.
- B. The purpose of faculty evaluations is to promote the highest quality student instruction and faculty job performance. No member of the UFF-PHSC bargaining unit shall be assigned to conduct an evaluation of another member of the UFF-PHSC bargaining unit.
- C. The recommendations and suggestions reflected on employee evaluation forms are designed to help employees improve their performance and the educational programs at the College. Supervisors are expected to monitor and provide feedback to their employees during the year to provide opportunities for employee improvement.
- D. Evaluations will be conducted by the faculty member's immediate supervisor. For faculty members who have both a primary and a secondary supervisor, input from both supervisors will be considered and included into a single overall evaluation form.
- E. Timeline. For all faculty, an evaluation will be conducted at least once per year. The Administration reserves the right to do additional evaluations for faculty on annual contract or where warranted by performance concerns. Each evaluation will cover the period since the previous evaluation.
- F. Evaluations will be written or electronic in form and format. When the Enterprise Resources Planning system is operational, the parties agree to convene a committee with an equal number of members appointed by the College and by the Union to review forms used in the evaluation process.

### **Section 7.2. Components of Faculty Evaluations**

- A. Evaluations are conducted by the faculty member's immediate supervisor and consist of the following:
  - 1. Formal Observations from classroom visits documented on the appropriate form
  - 2. Faculty self-evaluation
  - 3. Student evaluations submitted on the appropriate form
  - 4. Review of Professional Development/Learning Plan (for non-Continuing Contract faculty)
  - 5. Final Written Evaluation
  - 6. Evaluation Conference
  - 7. Faculty responses (at the option of the faculty member)
  - 8. Any other information bearing on the faculty member's performance.

### **Section 7.3. Procedures**

The faculty member's completed evaluation and written response, if any, shall be filed in the employee's Limited Access personnel file.

## **Article 8. Faculty Working Conditions**

### **Section 8.1. Faculty Workweek**

The workweek of a full-time instructional faculty member shall be thirty hours per week, excluding time for any extra pay courses. Each faculty member employed on a full-time basis must be on duty each duty day in a given term except for approved leave. Duty days may vary among faculty based on their instructional assignments and office hours as approved by their administrative supervisor. The equivalent of 15 hours per week shall be spent in course instruction. 10 hours per week shall be spent in office hours, or a number needed to bring the total hours spent in instruction and office hours to 25 per week, whichever is less. The remaining hours may be used to fulfill instructional and programmatic obligations as outlined in this Article, or for participation in meetings or other scheduled activities of the faculty member's department, division, or campus, or of the College itself. For post-secondary adult vocational or technical credit faculty member, a minimum of 20 hours per week for instruction and a minimum of 10 hours per week for office hours and for such activities as student appointments, committee meetings, and College activities is required.

### **Section 8.2. Course Scheduling**

- A. Academic deans or campus associate deans, in coordination with campus provosts, department chairs, and program directors, are responsible for the assignment of all course sections. In so doing, scheduling preferences from faculty shall be solicited and considered. To ensure availability of courses for students, the College will honor faculty requests when possible.
- B. When assigning courses, the following order will be followed whenever possible:
  - 1. Full-time faculty for load
  - 2. Staff with instructional requirements as part of their job
  - 3. Full-time faculty extra-pay sections
  - 4. Professor Emeritus
  - 5. Administrator Emeritus
  - 6. Adjunct faculty

Unless circumstances otherwise dictate, the administration shall endeavor to assign overload courses and courses to part-time faculty after ensuring that each full-time faculty member has reached his or her full fifteen-hour teaching load.

- C. It is the responsibility of the Administration to assign faculty members to teach courses in their respective academic disciplines at times and locations and/or in instructional areas which meet the needs of students, subject to the provisions set forth above.
- D. Assignment of Online Course Sections. The developer (SME) of an online master course shall have first choice for assignment to up to two (2) online sections of the course per semester. The remaining sections shall then be distributed to those faculty expressing interest to fulfill their fifteen-hour teaching load. Full-time faculty may request a maximum of two online sections per semester for load, with the remainder taught in face-to-face sections unless the College waives that requirement for all faculty during a specific term. For courses in programs taught entirely online, more than two (2) online sections of a course may be assigned to an individual faculty member.

- E. Assignment of Overload Sections. Full-time faculty members who timely declare an interest in being assigned to extra-pay course sections shall have priority in assignment to such sections. Cancellation of a full-time faculty member's overload section shall not cause the full-time faculty member to displace an adjunct faculty member from another section. In instances where an adjunct section is not available, an overload course initially assigned to a full-time faculty member may be taken and reassigned to another full-time faculty member who is otherwise unable to make load.

### **Section 8.3. Standard Course Syllabus**

The College shall finalize the Standard Course Syllabus for each course to be offered at least two weeks prior to the start of each term. In the unlikely event that the Employer, due to circumstances outside its control, is unable to finalize a syllabus at least two weeks prior to the term, the Employer will notify the faculty involved as soon it becomes apparent that the syllabus will not be timely completed, describe the circumstances leading to the delay, provide an anticipated date when it will be completed, and make any necessary arrangements with the faculty to finalize and distribute the standard course syllabus. If circumstances require the Employer to amend the Standard Course Syllabus after the semester has begun, the Employer will develop and disseminate a syllabus addendum to the faculty for distribution to students.

### **Section 8.4. 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. Instructional and office hours will be established at times to ensure optimal availability and accessibility by faculty to their students. 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 (maximum of four hours per week), with the advance approval of the faculty members' supervisor.
- B. Faculty members are generally expected to schedule office hours at dates and times appropriate to their class schedule. The location(s), time(s), and duration(s) of office hours shall be determined by the faculty member and approved by the supervisor. The supervising administrator may require adjustments where the proposed schedule does not reasonably provide opportunities for students to take advantage of office hours.
- C. A regular schedule of office hours shall be made available in writing to the faculty member's students and supervising administrator by the first day of class. The faculty member shall have the right to amend his or her regular schedule of office hours until the end of the first week of classes. Any deviations from the regular schedule shall be approved in advance by the faculty member's supervisor and thereafter made known to the faculty member's students as soon as is practicable.

### **Section 8.5. Accommodations**

Upon receipt of notice from a student that disability accommodations are required, the faculty member will forward the notice to the Office of Student Accessibility Services as soon as possible under the circumstances. The Office of Student Accessibility Services will be responsible for determining what reasonable accommodations will be provided. Where appropriate, the Office of Student Accessibility Services may

consult with Faculty members to determine the appropriate accommodations. After receiving the official college form from the student of accommodation approval by Office of Student Accessibility Services, Faculty members are required to provide the accommodations. Faculty members will not be held responsible for failure to provide such accommodations prior to the receipt of written or electronic notice.

### **Section 8.6. Course Load and Obligations**

- A. All courses offered at the College will be designated as one of the following:
  - 1. Lecture
  - 2. Laboratory
  - 3. Clinical
  - 4. Distance Learning
  - 5. Independent Study Course/Directed Study Course.
- B. An instructional faculty member on a Basic Academic-Year Contract will fulfill his/her contractual obligation to the Board in accordance with Board Rules 3.06 and 3.07.

### **Section 8.7. Faculty Overloads**

- A. Any bargaining unit member who desires an assignment to teach overload sections may, with the permission of his or her immediate supervisor, teach up to 11 college credit hours or six technical credit hours in any academic term. Under extenuating circumstances, the President or designee may approve additional courses in accordance with Board Rule 2.36. To request an assignment, the faculty member must submit a written request to the appropriate supervising administrator as applicable, with an informational copy to the Department Chair or Program Director as appropriate, prior to the established deadline for submission of the course schedule for publication each semester (usually the last Friday in March for fall and summer term course schedules and the first Friday in October for the spring term course schedule). Such requests will be fulfilled prior to making instructional assignments to adjunct faculty as provided below. If the need arises, the Administration may solicit volunteers for overload sections to meet the needs of the College.
- B. A faculty member on a Basic Academic-Year Contract who teaches in excess of 15 credit hours in either the fall or spring terms shall receive overload compensation as provided in the Supplemental Salary Schedule for Instruction-Credit.
- C. While overload sections are available to distribute, the following order will be followed when assigning full-time faculty to instruct course sections:
  - 1. Full-time faculty (for load). In determining which faculty member to assign an overload section, the College may consider any relevant criteria, including but not limited to the interested faculty members' experience, qualifications, performance, area of instruction/discipline, total overload credits, and previous overload assignments.
  - 2. Staff with instructional requirements as identified in their job description
  - 3. Full-time faculty extra-pay sections, in accordance with published deadlines
  - 4. Professor Emeritus, in accordance with Internal Management Memorandum #2-18
  - 5. Administrator Emeritus, in accordance with Internal Management Memorandum #2-29

## 6. Adjunct Faculty

- D. Full-time faculty shall have the first choice of assignment to extra-pay course sections, provided they declare those course sections by the published deadline. Further, full-time faculty may request additional online sections as overload courses once they have met their full-time teaching load. If the extra-pay course section(s) that a full-time faculty member has been assigned does/do not make, the full-time faculty member may not replace the section(s) that does/do not make with a section already assigned to an adjunct faculty member, unless approved by the appropriate administrative supervisor. In the event a full-time faculty member is unable to make load and there are no available adjunct sections to assign to the faculty member, extra pay courses initially assigned to another full-time faculty member may be reassigned to the faculty member who is unable to make load that term.

### **Section 8.8. Adjunct Summer Instructional Assignments**

- A. A full-time faculty member who is completing or has completed his or her Basic Academic Year Contract obligations prior to or during the Summer Term may also request a teaching assignment during the summer.
- B. Priority for distribution of summer instructional assignments to full-time faculty will be as follows:
1. Full-time faculty. In the event that a summer instructional assignment is requested by multiple full-time faculty, the College will make the assignment based on any job-related criteria including the faculty members' experience, qualifications, performance, area of instruction/discipline, total summer assignments, other assigned job responsibilities, previous summer assignments, and seniority. In the event that all other job-related criteria are equal, seniority shall govern.
  2. Staff with instructional requirements as identified in their job description
  3. Professor Emeritus
  4. Administrator Emeritus
  5. Adjunct Faculty
- C. Compensation for summer instructional assignments shall be as provided in the Classification Plan & Salary Schedules for Overload/Adjunct.
- D. A full-time faculty member teaching summer instructional assignments will hold one office hour per week for each course taught. For online courses, the office hour for that course may be held online unless a student requests an in-person meeting, in which case the faculty member shall meet with the student in person.
- E.

### **Section 8.9. Substitute Teaching**

- A. Upon the approval of the supervisor, with notification to the Campus Provost, each instructional faculty member may arrange for a substitute instructor from within the College faculty to be available on a temporary basis in the event the faculty member is absent for any reason. The employer reserves the right, in its sole discretion, to make all final determinations regarding whether to approve a substitute or to require a substitute in any instance.
- B. At the beginning of each term, each unit member who is assigned a teaching load will accomplish the necessary coordination with his or her colleagues, and will submit a list to the supervisor and Campus

Provost with an information-only copy to the Department Chairperson or Program Director showing a substitute instructor for each assigned section. It will be the responsibility of the unit member to notify the approved substitute instructor(s) and the supervisor and Campus Provost regarding any absences, whether planned or unplanned, unless circumstances beyond the control of the unit member prevent him/her from providing such notice. In cases of unplanned absences on the part of a unit member, the supervisor and/or Campus Provost may assist in the notification of substitute instructor(s).

- C. Unit members who are asked to serve as substitutes in classes for which they are qualified will agree to provide such service provided that no conflict in class schedules occurs as a consequence of the substitution. The parties recognize that in some infrequent instances, if approved by the supervisor or Campus Provost, special class work may be assigned to students during an instructor's absence, and that in such instances the services of a substitute instructor may not be required.

### **Section 8.10. Business and Professional Expenses**

- A. The Administration will encourage each faculty member to attend internal and external professional development opportunities. If a faculty member's request to attend a professional development opportunity is approved, a faculty member will be reimbursed in accordance with, and subject to the limitations of, IMM No. 5-2.
- B. Faculty may use third-party applications, if they desire and at their own expense, to facilitate work phone calls originating from their personal phones.

### **Department Chairs MOU**

## Article 9. Compensation

**Updated by previously ratified MOU. See Annual Compensation Plan (printed on blue paper)**

### **Section 9.1. Classification Plan and Salary Schedules and Initial Placement of Newly-Hired Instructional Employees**

A. Employees hired during the term of this Agreement will be classified and paid according to the College's Classification Plan & Salary Schedule. The Classification and Salary Schedule for instructional employees will provide for minimum and maximum salaries for the following levels:

Level 1: Faculty qualifying for the Level I shall hold a Doctorate Degree from an accredited institution with a major or minor in the subject area or in a field closely related to the subject area or in education. To be considered for a Level I, the person must have completed a minimum of five years of postsecondary teaching.

Level 2: Faculty at this level will have earned a Master's Degree with a minimum of 18 graduate level semester hours in the actual teaching field.

Level 2+15: Faculty considered for the Level II + 15 shall have earned at least 15 additional graduate semester hours beyond and subsequent to the awarding of the Master's Degree. The 15 hours should be in the teaching field, in general education administration, or in a subject area closely related to the teaching field, and in an organized program toward an advanced degree from an accredited institution.

Level 2+30: Faculty considered for the Level II + 30 shall have earned at least 30 additional graduate hours beyond and subsequent to the awarding of the Master's Degree. These 30 hours should be in the teaching field, in general education administration, or in a subject area closely related to the teaching field, and in an organized program toward an advanced degree from an accredited institution.

Level 3: Faculty at this level are normally instructional personnel in the career and technical program areas and may be required to have a Baccalaureate Degree in the area of specialization and/or comparable work experience. Certificates of proficiency in various industrial areas, licenses, and related seminars, workshops, and course work shall be considered in meeting teaching qualifications in the career and technical areas.

B. In accordance with the Classification Plan and Salary Schedule, newly-hired employees will receive the minimum salary at the appropriate level, provided that employees will be eligible for credit of up to 8 years for prior full-time teaching and/or related work experience as follows:

1. Faculty hired at Pay Level III will be granted a 1% increase for each year of verified previous teaching/related work experience explained above, up to a maximum of 8% above the base for 8 years of previous experience;
2. Faculty hired at Pay Level II will be granted a 1.5% increase for each year of verified previous experience explained above, up to a maximum of 12% above the base for 8 years of previous experience;

3. Faculty hired at Pay Level II +15 will be granted a 1.75% increase for each year of verified previous experience explained above, up to a maximum of 14% above the base for 8 years of previous experience;
  4. Faculty hired at Pay Level II +30 will be granted a 2% increase for each year of verified previous experience explained above, up to a maximum of 16% above the base for 8 years of previous experience;
  5. Faculty hired at Pay Level I will be granted a 2.5% increase for each year of verified previous experience explained above, up to a maximum of 20% above the base for 8 years of previous work experience.
- C. For the 2019-2020 Academic Year, the Classification Plan & Salary Schedules salary ranges shall be as follows for 162 Duty Days:

	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Level 1:	\$47,544	\$93,259
Level 2+30:	\$46,631	\$80,917
Level 2+15:	\$44,287	\$78,573
Level 2:	\$41,144	\$75,432
Level 3:	\$36,572	\$70,858

- D. For the 2019-2020 Academic Year, the Classification Plan & Salary Schedules salary ranges shall be as follows for 200 Duty Days:

	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Level 1:	\$58,696	\$115,134
Level 2+30:	\$57,570	\$99,898
Level 2+15:	\$54,676	\$97,004
Level 2:	\$50,758	\$93,126
Level 3:	\$45,150	\$87,480

### **Section 9.2. Compensation for the 2020-2021 Academic Year**

For the 2020-2021 Academic Year, bargaining unit members will not receive any wage increase or additional compensation. Notwithstanding, if the College provides an across-the-board wage increase or other compensation to all non-bargaining staff employees during the 2020-2021 Academic Year, bargaining unit members will be entitled to receive the equivalent compensation unless the Union notifies the College that it wishes to reopen Articles 9 and 10 for negotiations.

### **Section 9.3. Overload Compensation Rate**

Compensation for overload assignments shall be paid in accordance with the 2018-2019 Classification Plan & Salary Schedules for Overload/Adjunct.



#### **Section 9.4. Payroll Practices**

- A. Faculty members shall receive their annual contract pay in 26 pay periods payable in equal biweekly installments beginning with the pay date immediately following the last pay date in the previous contract year. Employees who separate, for any reason, prior to fully completing any work associated with pay received shall reimburse the College for the overpayment. The College shall be authorized to withhold any and all pay, benefits, or remuneration otherwise due to the separating employee to satisfy this obligation.
- B. When a bi-weekly pay date would fall during winter break, the College will follow its past practice and employees shall instead receive the winter break paycheck before the College closes for winter break.
- C. Whenever practical and commencing after implementation of the new Enterprise Resource Planning system, an employee who teaches extra pay courses shall begin receiving payment for all such courses in the first paycheck dispensed after the first day of classes each semester.
- D. The College shall make the following payroll deductions to the extent required by law: federal withholding taxes, Federal Insurance Contributions Act taxes, Florida Retirement System contributions, other statutory deductions, Bencor National Government Employees Retirement Plan or any similar plan approved by the College (for applicable employees), and court-ordered deductions (e.g., garnishments for unpaid taxes, child/spousal support, etc.) upon receipt of a valid court order.
- E. The College shall make the following payroll deductions where authorized by the employee including, but not necessarily limited to: College-approved insurance plans, Suncoast Schools Federal Credit Union (if and to the extent permitted by the Credit Union), Association of Florida Colleges dues, College-approved 403(b) or 403(b)(7) tax-sheltered annuity, College-approved 457(b) deferred compensation plan, Pasco-Hernando State College Foundation, Inc., United Way Agencies, IRC Section 125 deductions (e.g., pre-tax payment of medical premiums, flexible spending arrangements for medical and dependent care reimbursement).

## **Article 10. Benefits**

### **Section 10.1. Medical, Dental, Vision, Long-Term Care, and Cafeteria Plan Benefits.**

- A. The employer will continue to make medical insurance options available for employees and dependents on the same basis and to the same extent that it makes such benefits available to all other non-bargaining unit employees. In accordance with current practice, the employer will pay the premium for employee-only coverage and the employee will bear the cost of any dependent coverage.
- B. The employer will make dental insurance available for employees and dependents on the same basis and to the same extent that it makes such benefits available to all other non-bargaining unit employees. Employees shall be responsible for the full cost of any insurance selected.
- C. The employer will make a Vision Plan available for employees and dependents on the same basis and to the same extent that it makes such benefits available to all other non-bargaining unit employees. Employees shall be responsible for the full cost of any benefit selected.
- D. The College will make a Long-Term Care policy available for employees on the same basis and to the same extent that it makes such benefits available to all other non-bargaining unit employees. Employees shall be responsible for the full cost of the policy.
- E. In accordance with the College's current policy and practice, the employer will continue to make available a Section 125 cafeteria plan on the same basis and to the same extent that it makes such benefits available to all other non-bargaining unit employees.

### **Section 10.2. Life Insurance.**

- A. In accordance with the College's current policy and practice, at no cost to the employee the College will continue to provide a Term life insurance policy with an Accidental Death and Dismemberment rider equal to the employee's salary rounded up to the next thousand and not to exceed \$125,000 and subject to a benefit reduction to 65% at age 70 and 50% at age 75.
- B. In addition, in accordance with the College's current policy and practice, the College will make available, at the employee's cost, supplement life insurance and AD&D insurance for up to three times the employee's annual salary, not to exceed \$500,000 and subject to benefit reductions to 65% at age 65, 50% at age 70, and 25% at age 75.

### **Section 10.3. EAP.**

The employer will make available an Employee Assistance Program available to all bargaining unit members on the same basis and to the same extent that it makes such benefits available to all other non-bargaining unit employees.

### **Section 10.4. Retirement.**

- A. Each bargaining unit member shall participate in the Florida Retirement System and the federal Social Security system. Bargaining unit members shall also have access to the Community College Optional Retirement Program (CCORP) in lieu of FRS at the option of the individual bargaining unit member.

- B. Each bargaining unit member shall have access to traditional and Roth 403(b) tax-sheltered annuity plans and a 457(b) deferred compensation plan. Participation is at the individual member's option and cost and contributions may be made through payroll deduction.

**Section 10.5. Future Changes.**

- A. The employer reserves the right to make future changes to the benefits, costs, and plans offered to employees under this Article, provided that such changes are made for non-bargaining unit employees as well, provided that the College will not change its current practice of paying for employee-only premiums for health insurance without negotiating such change in accordance with Chapter 447 of the Florida Statutes.
- B. In the event that the Florida College System Risk Management Consortium (FCS-RMC) decides to eliminate insurance plans currently available to College employees, the employer will notify the Union promptly after receiving such notice from the FCS-RMC. The Union will be afforded an opportunity to discuss any such change with the employer, to provide any input or information to the employer, and to seek clarification or additional information from the employer so that it may educate and guide its members. Notwithstanding, the parties agree that these discussions shall not delay the implementation of any changes required by the FCS-RMC.

**Section 10.6. Benefits During Summer.**

Full-time faculty who have been recommended and approved for employment for the subsequent academic year shall continue to receive all of the benefits guaranteed under this Article during the summer.

# **Article 11. Continuing Contract, Recertification, and Instructional Rank**

## **Section 11.1. Continuing Contract**

- A. The following unit members shall be eligible for consideration for continuing contracts: Full-time faculty members who have completed five years of satisfactory faculty service and professional development at Pasco-Hernando State College with such service being continuous except for leave duly authorized and granted. Faculty members are expected to complete the requirements for continuing contract during their initial five years of continuous employment as a full-time faculty member with the College and will be subject to non-renewal of their annual contract if they fail to do so. Unless additional time is mandated by applicable law, Faculty members may be granted additional time not to exceed one additional year to complete the requirements due to extenuating circumstances and where requested and approved before expiration of the member's fifth year.
- B. **Portfolio Requirements.** Before their consideration for continuing contract, faculty members must demonstrate the above criteria through the presentation of a portfolio of accomplishments to be submitted to their academic dean for examination by a peer review committee in the middle of their fourth year of employment at the College.

The portfolio should contain the following elements:

1. Educational & Professional Background
  - Updated curriculum vitae
2. Individualized Learning Plan
  - This is the candidate's Professional Development Plan, which is written by the candidate in collaboration with his or her Dean and Provost. The plan should spell out what the faculty member expects to achieve during the pre-continuing contract process. The plan should also contain a roadmap of coursework and other requirements the candidate should complete prior to the granting of continuing contract. This plan should be completed during the first year of employment with the College.
3. Supporting Documentation for four Faculty Learning Outcomes (FLO), as follows:
  - a. Adequate Preparation
    - i. Faculty learning outcome statement
    - ii. Explanation of what the faculty candidate did to achieve the outcome (e.g. workshops, articles, etc.)
  - b. Appropriate Methods
    - i. Specific teaching methods, student learning activities, and assessment methods used and the procedures/steps followed to achieve the FLO
  - c. Significant Results
    - i. Supporting documentation (e.g. official transcripts, conference agendas, copies of published articles, etc.)
    - ii. Copies of student and administrative evaluations

d. Reflective Critique

- i. General Reflection: In general, candidate reflects on what was learned while completing the FLO and how this might improve future work (approximately 1/2 to 1 page).

Additionally, during each year of employment prior to being placed on continuing contract, the faculty member must provide his or her academic dean with an annual update to ensure that the member is on track to successfully complete the continuing contract requirements. The faculty member may satisfy this requirement by including this update on his or her annual self-evaluation form.

C. Faculty members must receive the recommendation of the President and approval by the District Board of Trustees for a continuing contract based on successful performance of duties, demonstration of professional competence, and the needs of the College. To be considered for placement on continuing contract, full-time faculty members must present a portfolio of evidence that contains verification of the following:

1. Quantifiable measured effectiveness in the performance of faculty duties as indicated by achievement of faculty and student learning outcomes;
2. Continuing professional development, as measured by any of the following:
  - Additional coursework
  - Licensure
  - Industry certifications, or
  - Other confirmation of advancement in one's field
3. Currency and scope of subject matter knowledge, as evidenced by any of the following:
  - Coursework
  - Attendance and/or presentation at professional conferences
  - Publication in professional journals, or
  - Other proof of educational qualifications within one's area of expertise
4. Relevant feedback from students, faculty, and employers of students through:
  - Student and administrative evaluations
  - Peer review, and
  - Input from advisory board members in cases where such feedback is available
5. Satisfactory completion of the following:
  - The College's e-certification for Online Teaching and Model Course Development course offered by the Department of E-Learning and Instructional Technology, and
  - The Seminar in Community and State Colleges in Higher Education and the Seminar in College Teaching and Learning (either of which may be graduate [EDH6081, EDH6938] or undergraduate-level [EDH2930, EDH1930] courses) or, any equivalent graduate or undergraduate-level courses approved by the Executive Vice President and Chief Academic Officer/College Provost.
6. Co-Curricular service to the department, College, and community.

Verification of the above criteria may also be demonstrated through such evidence as additional educational qualifications, documented learning gains of students in the faculty member's courses, continued success of those students in subsequent courses, and/or graduation and/or certification rates.

D. Timeline

1. By the end of the 1<sup>st</sup> week of semester 9 for fall hires and semester 10 for spring hires, the candidate will submit the portfolio to his or her Academic Dean.
2. By the end of the 7<sup>th</sup> week of that semester, the Academic Dean will notify the candidate in writing of any deficiencies in the portfolio and the documentation necessary to address such deficiencies, as identified by the Peer Review Committee.
3. By the end of the 10<sup>th</sup> week of that semester, the candidate may provide any additional documentation to the Peer Review Committee to address any questions or deficiencies.

During annual evaluation faculty and the Dean will discuss progress towards continuing contract requirements.

The following process shall apply to consideration for appointment to continuing contract:

<u>Year</u>	<u>Portfolio Requirements</u>	<u>Due Date</u>
1	<p><b><u>Professional Development</u></b>            Educational &amp; Professional Background            a. Updated Curriculum Vitae/Resume</p> <p>Individualized Learning Plan/Professional Development Plan consisting of a proposed Faculty Learning Outcomes (FLOs):            a. Statement of learning outcome (what)            b. Strategies/activities to accomplish learning outcomes (how)            c. Evaluation method and supporting documents (measure)            Reflection Critique of the learning experience (at portfolio submission)</p> <ul style="list-style-type: none"> <li>• How your teaching evolved</li> <li>• How you maintained currency in your discipline</li> <li>• How you demonstrated engagement with the college and community</li> </ul> <p><b><u>Teaching</u></b>            Begin collection of supporting evidence of Relevant Feedback</p> <ul style="list-style-type: none"> <li>• Collect and analyze student evaluations</li> <li>• Collect administrator evaluation of faculty</li> </ul> <p><b><u>Co-Curricular Service/Campus Engagement</u></b>            • Attend or present at All College Day (ACD)</p>	<p><b>Discuss at end of 2nd semester evaluation</b></p>

2	<p><b><u>Professional Development</u></b>  Satisfactory completion of a. and one course in b.</p> <ol style="list-style-type: none"> <li>a. The College’s e-certification for Online Teaching and Model Course Development course offered by the Department of Academic Technology, and</li> <li>b. *The Seminar in Community and State Colleges in Higher Education, and Seminar in College Teaching and Learning, (either of which may be graduate [EDH6081, EDH6938] or undergraduate-level [EDH2930, EDH1930] courses</li> <li>c. Maintain licensure or industry certification (where applicable)</li> <li>d. Serve on a college committee</li> </ol> <p>*Or any equivalent graduate or undergraduate level courses approved by the Executive Vice President and Chief Academic Officer/College Provost</p> <p><b><u>Teaching</u></b>  Continue collecting supporting evidence of Relevant Feedback</p> <ul style="list-style-type: none"> <li>• Collect and analyze student evaluations</li> <li>• Collect administrator evaluation of faculty</li> </ul> <p><b><u>Co-Curricular Service/Campus Engagement</u></b></p> <ul style="list-style-type: none"> <li>• Attend or present at All College Day (ACD)</li> </ul>	Discuss at end of 2nd semester evaluation
3	<p><b><u>Professional Development</u></b>  Satisfactory completion of second course</p> <ol style="list-style-type: none"> <li>a. *The Seminar in Community and State Colleges in Higher Education, and Seminar in College Teaching and Learning, (either of which may be graduate [EDH6081, EDH6938] or undergraduate-level [EDH2930, EDH1930] courses</li> <li>b. Maintain licensure or industry certification (where applicable)</li> <li>c. Serve on a college committee</li> </ol> <p>*Or any equivalent graduate or undergraduate level courses approved by the Executive Vice President and Chief Academic Officer/College Provost</p> <p><b>Begin Collecting supporting evidence of Currency and Subject Matter Knowledge</b></p> <ul style="list-style-type: none"> <li>• Attend or present at a Professional Conference, or</li> <li>• Present at Faculty Development Institute, or</li> <li>• Professional publication, or</li> <li>• Subject matter expert (SME) for model course, or development</li> <li>• Other (in consultation with respective Division Dean)</li> </ul>	Discuss at end of 2nd semester evaluation

	<p><b><u>Teaching</u></b> Continue collecting supporting evidence of Relevant Feedback</p> <ul style="list-style-type: none"> <li>• Collect and analyze student evaluations</li> <li>• Collect administrator evaluation of faculty</li> </ul> <p><b><u>Co-Curricular Service/Campus Engagement</u></b> Begin collecting supporting evidence of Co-Curricular Service</p> <ul style="list-style-type: none"> <li>• Appointed to serve as online faculty mentor, or</li> <li>• Serve as a club advisor, or</li> <li>• Community outreach/service, or</li> <li>• Active participation in campus sponsored events, or</li> <li>• Serve as an advisory board member,</li> <li>• Attend or present at All College Day (ACD)</li> </ul>	
4	<p><b><u>Professional Development</u></b></p> <ol style="list-style-type: none"> <li>a. Maintain licensure or industry certification (where applicable)</li> <li>b. Serve on a college committee</li> </ol> <p>Continue collecting supporting evidence of Currency and Subject Matter Knowledge</p> <ul style="list-style-type: none"> <li>• Attend or present at a Professional Conference, or</li> <li>• Present at Faculty Development Institute, or</li> <li>• Professional publication, or</li> <li>• Subject matter expert (SME) for model course, or development</li> <li>• Other (in consultation with respective Division Dean)</li> </ul> <p><b><u>Teaching</u></b> Continue collecting supporting evidence of Relevant Feedback</p> <ul style="list-style-type: none"> <li>• Collect and analyze student evaluations</li> <li>• Collect administrator evaluation of faculty</li> </ul> <p><b><u>Co-Curricular Service/Campus Engagement</u></b> Continue collecting supporting evidence of Co-Curricular Service</p> <ul style="list-style-type: none"> <li>• Appointed to serve as online faculty mentor, or</li> <li>• Serve as a club advisor, or</li> <li>• Community outreach/service, or</li> <li>• Active participation in campus sponsored events, or</li> <li>• Serve as an advisory board member,</li> <li>• Attend or present at All College Day (ACD)</li> </ul>	Discuss at end of 2nd semester evaluation
4	<b><u>Begin to Assemble Portfolio for Submission</u></b>	



5	<p><b><u>Professional Development</u></b></p> <p>a. Maintain licensure or industry certification (where applicable)</p> <p>b. Serve on a college committee</p> <p>Finalize collection of supporting evidence of currency and Subject Matter Knowledge</p> <ul style="list-style-type: none"> <li>• Attend or present at a Professional Conference, or</li> <li>• Present at Faculty Development Institute, or</li> <li>• Professional publication, or</li> <li>• Subject matter expert (SME) for model course, or development</li> <li>• Other (in consultation with respective Division Dean)</li> </ul> <p><b><u>Teaching</u></b></p> <p>Finalize collection of supporting evidence of Relevant Feedback</p> <ul style="list-style-type: none"> <li>• Collect and analyze student evaluations</li> <li>• Collect administrator evaluation of faculty</li> </ul> <p><b><u>Co-Curricular Service/Campus Engagement</u></b></p> <p>Finalize collection of supporting evidence of Co-Curricular Service</p> <ul style="list-style-type: none"> <li>• Appointed to serve as online faculty mentor, or</li> <li>• Serve as a club advisor, or</li> <li>• Community outreach/service, or</li> <li>• Active participation in campus sponsored events, or</li> <li>• Serve as an advisory board member,</li> <li>• Attend or present at All College Day (ACD)</li> </ul>	<p><b>Discuss at end of 2nd semester evaluation</b></p>
5	<p style="text-align: center;"><b>Complete/Submit Portfolio</b></p> <p>Include a summary narrative of your Faculty Learning Outcomes (FLOs):</p> <p>a. Statement of learning outcome (what)</p> <p>b. Strategies/activities to accomplish learning outcomes (how)</p> <p>c. Evaluation method and supporting documents (measure)</p> <p>Reflection Critique of your learning experience</p> <ul style="list-style-type: none"> <li>• How your teaching evolved</li> </ul>	<p><b>For fall hires submit in 9th semester</b></p> <p><b>For spring hires submit in 10th semester</b></p>

E. **Portfolio Review.** By the end of the 1<sup>st</sup> week of the semester 9 for fall hires and semester 10 for spring hires, the candidate will submit the portfolio and official transcripts to his or her Academic Dean. The Dean will then appoint a peer review committee to review the faculty member's portfolio and to make a recommendation as to the faculty member's qualification for continuing contract.

**F. Peer Review Committee.**

1. The peer review committee will consist of the following:
  - Academic Dean of the candidate's division, Committee Chair
  - Department Chair/Program Coordinator of the candidate's department
  - One faculty member from the candidate's department (or Division if department faculty are unavailable)
  - One faculty member from another department
  - One faculty member from another campus, if necessary (different campus may already be represented by faculty members in the above categories)
  - One faculty member of the candidate's choosing
  - Campus Provost (EC/NC/PC/SH)
2. The peer review committee will review the portfolio submitted by the faculty member and the Committee Chair will make a recommendation to the Executive Vice President and Chief Academic Officer/College Provost, as to the faculty member's qualification for continuing contract, by the deadline date of April 20th. The Executive Vice President and Chief Academic Officer/College Provost will then submit a recommendation to the President. The President will make a final recommendation to the District Board of Trustees for continuing contract based on successful performance of duties, demonstration of professional competence, and the needs of the College.

**G. General Provisions**

1. The candidate for continuing contract will be notified in writing when the Dean provides a recommendation to the Executive Vice President and Chief Academic Officer/College Provost and thereafter when a recommendation regarding continuing contract status is forwarded to the President for consideration by the District Board of Trustees.
2. The candidate for continuing contract shall be notified in writing of the District Board of Trustees' approval or denial of continuing contract status within 10 working days of the Board's decision.
3. In accordance with Board Rule 2.23, a faculty member on continuing contract will be notified by April 1 of any recommendation to dismiss the faculty member or return the faculty member to annual contract status. In accordance with Board Rule 2.35, a faculty member on annual contract will be notified, no later than four weeks prior to expiration of the faculty member's annual contract, of any determination not to offer a new annual contract. Faculty members must notify the College by April 1 of any intention not to return for the upcoming academic year.

**Section 11.2. Recertification**

A. The parties recognize the desirability of faculty continuing professional development throughout their employment at the College. The responsibility for meeting these standards rests solely with the individual faculty member.

- B. Beginning with the date of hire into a full-time faculty position, each faculty member's certification period is a five-year period. The faculty-member's certification during his or her initial five years of employment will be deemed to have been met if the faculty member satisfies the criteria for award of a continuing contract. Thereafter, all faculty members will be required to recertify every five (5) years thereafter. Within each five-year period, faculty members must meet one of the following requirements:
1. Successful completion of six semester hours of graduate-level courses.
  2. Successful completion of nine semester hours of undergraduate-level courses.
  3. Participation in an approved combination of graduate and undergraduate coursework or in any of the following activities:
    - a. Non-college level courses, seminars, and workshops.
      - In-house courses, seminars, workshops, and similar activities presented as part of a Staff and Program Development (SPD) activity, such as *All College Day*, or as faculty/staff training qualify for recertification credit.
      - The College's alternative non-credit courses developed for continuing contract purposes for instructional personnel also qualify for recertification credit.
      - Non-college level courses, seminars, workshops, and similar activities held off-campus which relate to a primary or secondary field of employment also qualify for recertification credit.
      - Credit for seminars, workshops, and similar activities listed is computed on the basis of hours in attendance and as a proportion of the 45 contact hours required for a normal three semester credit graduate-level course. For example, 15 hours of meeting, seminar, or workshop attendance equates to one graduate credit.
    - b. Attendance at field-related (primary or secondary) presentations and seminars listed on the official program of an educational or professional convention is credited on the basis of the scheduled time for the event, i.e., only time in related meetings is applicable. A copy of the program is required as supporting documentation. The requestor has the responsibility for calculating and recording the number of hours spent at each different meeting. The activity for which certification credit is requested must have an apparent connection with enhancing the faculty member's knowledge, skills, or teaching ability in a primary or secondary discipline or vocation.
    - c. Up to 10 contact hours of PHSC Job Shadowing may be used. Each of these hours is counted as a workshop hour in subsection (i) above.
    - d. Publication of works in reputable journals and magazines or by reputable publishers, e.g., no vanity presses. These published works must clearly relate to the faculty member's discipline. A copy of the published work must accompany the recertification materials. The following guidelines are used with publications:
      - Works of less than 1,000 words, i.e., most poems, critical reviews, very short stories, and brief essays, count as the equivalent of three semester hours of undergraduate course credit. NOTE: "Op/ed" pieces or letters to the editor do not meet these guidelines.
      - Works of more than 1,000 words but less than book length, e.g., journal articles, book chapters, and short stories count as the equivalent of six semester hours of undergraduate course credit.
      - Works that are book-length count as the equivalent of nine semester hours of undergraduate course credit.

- e. With prior supervisor approval, faculty who are required to teach at least the equivalent of 15 semester hours per academic year, may earn up to 30 workshop hours toward recertification in a planned program of classroom observation at PHSC.
- f. Teaching one graduate level course at a regionally accredited college or university. **Hours of Credit:** Three graduate credit hours. **Documentation:** Letter from the institution's Department/Division and/or Registrar indicating that the individual is the instructor of record.
- g. Development of a new course or conversion of an existing course to a new medium. **Hours of credit:** Ten hours per credit. **Documentation:** The new or revised course materials as submitted to the supervisor will serve as documentation. Supervisor vouches that the individual did develop or revamp an existing course.
- h. Development of an on-line course. **Hours of Credit:** Ten hours per credit plus 15 hours for creating the web version of the course. If an existing on-line course is being revamped, then a total of 20 hours is credited. **Documentation:** Template containing hours for individual instruction of faculty and staff for on-line courses by the Associate Dean of E-Learning and Instructional Technology or similar documentation as is required to receive credit for development of a new course.
- i. Completion of one-year of service in an official capacity for a state or national professional organization, such as serving as president or chair of an on-going Committee, i.e., participation that requires a significant amount of time. **Hours of Credit:** Hours present at meetings. **Documentation:** Agenda
- j. Participation in Educators in the Workplace. **Hours of Credit:** One hour for each hour of participation. **Documentation:** Agenda(s), if available, and memos or other communication indicating where and when workplace visits occurred.
- k. Developing a new presentation and presenting at a regional, state, or national professional organization's meeting, with the approval of the program director or supervisor. **Hours of Credit:** One hour of each hour of presentation--plus the hours spent preparing the presentation. **Documentation:** Program's agenda and a log of the hours spent preparing for the presentation.
- l. Demonstrated participation in juried art shows, including fine arts or music, or in community groups related to one's discipline, e.g., the Community Band. **Hours of Credit:** One hour for each hour of participation. **Documentation:** Agenda or copy of program.
- m. Demonstrated completion of a grant proposal wherein a statement of need, program components to address the need, and an evaluation component are all present. **Hours of Credit:** Three undergraduate credit hours. **Documentation:** Participation in a grant proposal course/workshop for new writers. For veteran writers, a copy of the grant proposal and verification, by the Director of Institutional Research and Grants, that the required components are present.
- n. Engaging in community service activities that reflect the goals and directions of the college. **Hours of Credit:** One hour for each hour of participation. **Documentation:** For serving as a mentor/tutor, completion of the appropriate College form. For other activities, submit a form indicating the activity, the dates, and hours involved.
- o. Serving as an advisor for student clubs/organizations. **Hours of Credit:** One hour for each hour the club meets. **Documentation:** Club's agenda.

- p. Judging a science fair or other event. **Hours of Credit:** One hour for each hour of judging. **Documentation:** Program or agenda.
  - q. Serving as a member of a committee associated with the college's reaffirmation of accreditation by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) or other regional, national or programmatic accreditation activities. **Hours of Credit:** One hour for each hour of documented participation. **Documentation:** Copy of the meeting agenda which indicates the time the meeting began and was adjourned.
  - r. Completion of the College's NCC 0091 E-Certification for Online Teaching and Model Course Development course offered by the Department of E-Learning and Instructional Technology. **Hours of Credit:** 25 hours of documented participation. **Documentation:** The Director of Continuing Education will be responsible for providing a Continuing Education Transcript as documentation of the completion of this course upon request.
  - s. Other activities as approved by the Executive Vice President and Chief Academic Officer/College Provost. **Hours of Credit:** One hour for each hour of documented participation. **Documentation:** Copy of the meeting agenda which indicates the time the meeting began and was adjourned.
- C. Courses, seminars, workshops, and similar activities for which recertification credit is sought must relate to a primary or secondary field of employment. College or university courses are accepted for the amount of credit shown on the official academic transcript.
- D. If using a combination of different kinds of activities, the conversion scale is as follows:
- Each semester hour of graduate credit work (at least 5000 level) is the equivalent of 15 workshop hours.
  - Each semester hour of undergraduate credit work is the equivalent of 10 workshop hours.
  - Ninety workshop hours will satisfy recertification.
- E. Both credit and non-credit courses for which tuition reimbursement has been approved under College policy may be used for recertification credit. If using coursework to satisfy any of the requirements, an official academic transcript, not a grade report or a copy of a transcript, must be provided.
- F. Faculty members are encouraged to seek advanced approval for credit and non-credit certification experiences using the appropriate College form.

### **Section 11.3. Instructional Rank (Title)**

A. The College recognizes the following instructional ranks and corresponding minimum criteria:

**Instructor:** Full-time instructional personnel who satisfy the minimum requirements of the position.

**Assistant Professor:** In addition to meeting the minimum requirements for instructional personnel, candidates for the rank of Assistant Professor must be full-time instructors and must either:

1. Possess a Bachelor's Degree or higher in the subject area or a closely-related area and have a minimum of eight years of successful full-time teaching experience, at least five of which must be at the college level; or,
2. Possess a Master's Degree or higher in the subject area or a closely-related area, and have a minimum of three years of successful fulltime teaching experience at the college level.

**Associate Professor:** In addition to meeting the minimum requirements for Assistant Professor, candidates for the rank of Associate Professor must either:

1. Possess a Master's Degree or higher in the subject area or a closely-related area, and have a minimum of 12 years of successful full-time teaching experience, at least eight of which must be at the college level;
2. Have successfully completed at least 15 semester hours of graduate level coursework, within or closely related to the subject area, beyond and subsequent to the Master's Degree and have a minimum of 10 years of successful full-time teaching experience, at least five of which must be at the college level;
3. Have successfully completed at least 30 semester hours of graduate level coursework, within or closely related to the subject area, beyond and subsequent to the Master's Degree and have a minimum of eight years of successful full-time teaching experience, at least five of which must be at the college level; or,
4. Possess a Doctorate in any field with a major or minor in the subject area or in a field closely related to the subject area or in education and have a minimum of five years of successful full-time teaching experience at the college level.

**Professor:** In addition to meeting the minimum requirements for Associate Professor, candidates for the rank of Professor must either:

1. Have successfully completed at least 30 semester hours of graduate level coursework, within or closely related to the subject area, beyond and subsequent to the Master's Degree and have a minimum of 15 years of successful full-time teaching experience, at least 10 of which must be at the college level; or,

2. Possess a Doctorate in any field with a major or minor in the subject area or in a field closely related to the subject area or in education and have a minimum of eight years of successful teaching experience at the college level.
- B. Up to four years of documented related full-time work experience may be substituted on a one-for-one basis for full-time teaching experience but cannot substitute for college-level teaching experience. Up to four years of documented community service, including sponsorship of College clubs or organizations, may be substituted on a two-for-one basis (i.e., two years of community service for one year of credit) for full-time teaching experience but cannot substitute for college-level teaching experience.
  - C. Faculty members who meet the qualifications for an increase in academic rank as set forth above shall receive the appropriate rank increase following written application to the College and approval by the College President. It is the responsibility of the faculty member to notify the Administration regarding the earning of appropriate experience and/or degree(s), which should be done using the appropriate College form to request a change in instructional ranking as early as the spring term prior to the beginning of the new academic year or as late as the first day of classes for the new academic year. Increases in academic rank shall be effective at the beginning of the academic year following the faculty member's submission of a completed application and appropriate supporting documentation.

## **Article 12. Leaves of Absence**

### **Section 12.1. General Provisions**

- A. Leaves of absence shall be authorized in advance except in the case of emergencies, in which case they should be reported promptly to the employee's supervisor.
- B. An employee who is willfully absent without approved leave for five or more consecutive workdays shall be considered to have abandoned the position. An employee of the College who is willfully absent from duty without leave for any length of time shall forfeit compensation for the length of such absence.
- C. An employee who is on an approved leave of absence shall retain all rights, benefits, and privileges of employment under this Agreement and applicable College policies except where specifically noted in this Agreement or the applicable College policy.
- D. The College will make reasonable accommodations for faculty members experiencing medical necessities in accordance with the Americans With Disabilities Act.
- E. A faculty member shall have the right to be fully restored to his or her position following an approved leave of absence to the same extent and in the same manner as if he or she had not taken leave.

### **Section 12.2. Sick Leave**

- A. Bargaining unit employees accrue one day of paid sick leave for each calendar month or major fraction of a calendar month of service. Such sick leave shall be credited as 4 hours of sick leave earned on the day of the first pay day and last pay day of each month for a total of eight hours each month. Sick leave shall accumulate from year to year.
- B. A leave of absence, charged to an employee's sick leave, shall be granted to an employee unable to perform assigned duties due to illness or disability of the employee or any member of the employee's immediate family or other household member or close relative (including spouses, children, parents, siblings, or other close relative or related member of their own household).
- C. When possible, employees utilizing sick leave shall notify their immediate supervisor prior to the start of the workday. Any employee utilizing sick leave shall submit an electronic leave request which shall set forth the date(s) and times absent, and that the absence was due to illness, immediately on returning to work. The College may, in its discretion, require supporting medical documentation signed by a health care provider in any instance where an employee has been absent for at least three consecutive days.
- D. Sick leave accumulated at a previous institution (including another institution in the Florida College System, the State University System, a Florida public school district, or the Florida Department of Education or other state agency) may be transferred to the College, provided that at least one-half (1/2) of the total sick leave accumulated at any time is established while employed by the College.
- E. Sick leave cannot be taken in increments of less than one-quarter (1/4) hour. (Per United Faculty of Florida: see MOU Compensation 2022-2023)

### **Section 12.3. Personal Leave**

- A. Each full-time employee is entitled to 4 days of personal leave with pay during each fiscal year for personal or emergency reasons. Personal leave shall not accrue beyond the fiscal year.



- B. A personal leave of absence with pay, charged to an employee's sick leave, must be requested and approved in advance by the President, Chief Academic Officer, or Division Dean. Such requests shall not be unreasonably denied.
- C. Personal leave with pay cannot be taken in increments of less than one-quarter (1/4) hour.
- D. Personal leave without pay may be authorized for personal reasons or illness when an employee has exhausted any applicable sick or vacation leave. During a personal leave without pay, the employee shall not accrue vacation or sick leave.

**Section 12.4. Family and Medical Leave Act**

The College will provide eligible employees with up to 12 weeks of family and medical leave per 12 months in accordance with the Family and Medical Leave Act.

**Section 12.5. Extended Medical Leave**

- A. Extended Medical Leave may be granted when a full-time employee is unable to perform his/her assigned duties for a period extending beyond the 12 weeks covered by the Family and Medical Leave Act due to a personal accident, personal illness, child delivery, or related medical condition. This type of leave shall not be authorized for more than one year.
- B. Extended Medical Leave may be granted after the 12 weeks of Medical and Family Leave have been granted and all accrued sick and vacation leave exhausted.
- C. In the event that a full-time employee is not eligible for Family and Medical Leave, Extended Medical Leave may be granted for up to one year after all accrued sick and vacation leave are exhausted.
- D. A request for Extended Medical Leave shall be in writing and shall provide justification for its approval. It shall include the specific period of time to be covered by the leave. The Administration reserves the right to require written medical opinion supporting the request. Extended medical leave is subject to prior approval by the College President or Chief Academic Officer.
- E. When the leave shall extend beyond June 30, a new application for leave shall be filed to cover the period beginning July 1.
- F. Upon return to work following a non-FMLA extended medical leave, the College reserves the right to assign the employee to a comparable position and grade and to a different location in circumstances where the College has hired a full-time faculty member to fill the position occupied by the employee prior to the extended medical leave.

**Section 12.6. Temporary Duty**

The President or appropriate administrator may authorize an employee to be temporarily absent from regular duties and/or home campus for the purpose of representing the College or performing services for the College. College employees on temporary duty shall receive their regular pay and may receive reimbursement of travel expenses in accordance with Board Rule 6Hx19-5.34.

**Section 12.7. Illness/Injury in the Line of Duty Leave**

- A. Each full-time employee is entitled to 12 days of workers' compensation leave with full pay during each calendar year for use following an illness or injury related to performance of duty.

- B. Notification and claim for compensation and payment shall be filed by the end of the pay period in which such leave is taken.
- C. If an employee's illness or injury requires their absence for longer than 12 days, the employee will be compensated in accordance with Chapter 440, Florida Statutes. During this time, the employee will not accrue vacation or sick leave. The parties agree that any claim for benefits arising under Chapter 440 or alleged violations of Chapter 440 shall not be subject to the grievance and arbitration provisions of this Agreement.

**Section 12.8. Military Leave**

- A. Upon presentation of a copy of the employee's official orders to his or her immediate supervisor, an employee who is a member of the National Guard or reserve component of the Armed Forces of the United States shall be entitled to up to 240 hours of paid military training leave in a 12-month period.
- B. An employee who is a member of the National Guard or a reserve component of the Armed Forces of the United States may be granted leave of absence from his or her respective duties to perform active military service. The first 30 calendar days of leave for active military service shall be with full pay.
- C. Vacation and sick leave days shall not accrue while an employee is on military leave without pay.

**Section 12.9. Court Related Leave**

- A. In accordance with College policy, as may be amended from time to time, a court related leave of absence with pay shall be granted to any faculty member summoned for jury duty or subpoenaed as a witness in a case. Any fees paid by the court to the faculty member shall be retained by the faculty member.
- B. A faculty member shall be considered on temporary duty while participating in litigation on behalf of the College or resulting from action taken within the scope of their College employment or acting as a witness in such a case. The College shall reimburse the employee for reasonable travel and expenses associated with such participation. Any fees paid by the court to the faculty member shall be turned over to the College.
- C. An employee may use personal leave for the purpose of participating in any capacity in any other courtroom proceeding. Such leave must be requested and approved in advance by the President, and such approval shall not be unreasonably denied.

**Section 12.10. Sabbatical and Professional Leave**

- A. Employees with three years of regular service with the College may apply for professional leave (i.e., full or partial reduction of teaching or work assignments). Professional leave shall be unpaid and may not exceed one year, absent approval by the College President in his exclusive discretion. During the term of any professional leave, the employee is prohibited from engaging in secondary employment or similar business activities and must instead focus his or her efforts on professional development activities. The College retains the right to grant or deny professional leave in its sole discretion.
- B. Continuing contract employees with five years of full-time service with the College may apply for sabbatical leave (i.e., full or partial reduction of teaching or work assignments). Sabbatical leave is a paid leave but is funded by the Pasco-Hernando State College Foundation, Inc. and is therefore subject to any funding made available by the Foundation. During the term of any sabbatical leave, the employee is prohibited from engaging in secondary employment or similar business activities and must instead focus

his or her efforts on professional development activities. Sabbatical leave shall be administered in accordance with, and subject to the terms, criteria, and limitations of, Internal Management Memorandum 7-4.

- C. Unless extenuating circumstances require otherwise, an employee who is granted sabbatical or professional leave shall be returned to their same position on the same campus following completion of leave.

## **Article 13. Faculty Rights**

### **Section 13.1. Academic Freedom**

- A. All faculty members are entitled to academic freedom regardless of their tenure status.
- B. In recognition of the principle of academic freedom at Pasco-Hernando State College, the parties affirm that faculty members must be free of any arbitrary limitations on the study, investigation, presentation or interpretation of facts and ideas in any branch of learning consistent with the standards and practices of academic inquiry.
  - 1. A faculty member is entitled to full freedom in research and in the publication of the results, subject to adequate performance of other academic duties.
  - 2. A faculty member is entitled to freedom in the classroom in discussing any academic subject, in devising and selecting teaching strategies and educational materials, and in using them to present any academic subject. However, he shall not introduce a controversial matter that has no relation to an academic subject.
- C. Moreover, it is understood that faculty members are employees of a public educational institution as well as being citizens and members of a learned profession. When a faculty member speaks or writes as a citizen, he or she is expected recognize the special position in the community he or she holds as an employee of Pasco-Hernando State College in that the public may judge both the faculty member's institution and profession by his or her statements. Therefore, the faculty member shall strive to be accurate, to exercise appropriate restraint, to show respect for the opinions of others and in the expression of personal opinions to indicate that he or she is not a spokesperson for Pasco-Hernando State College. A faculty member speaking or writing as a citizen shall be free from any form of institutional censorship or discipline provided he or she abides in good faith by the expectations and obligations of this paragraph.
- D. The parties recognize that the First Amendment limits the powers of the College, as a governmental employer, from regulating employees' speech as private citizens. However, the parties also recognize that the College retains the right, subject to the limitations of this Article, to restrain such speech when the employee makes statements that are knowingly false or reckless or not genuine matters of public concern, as established in *Pickering v. Board of Education* and *Connick v. Myers*, and their progeny.

### **Section 13.2. Right to Privacy**

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

program will be required to adhere to the affiliation agreement provisions which may include additional background and drug tests.

### **Section 13.3. Safe Workplace**

- a) The Union and the Administration agree that a safe campus environment for employees and students is paramount to the College's mission. To that end, the Administration shall take reasonable measures to ensure a safe campus environment for all employees, students, and any other individuals visiting the campus.
- b) When a faculty member reasonably perceives a threat to his or her safety, including physical and/or sexual harassment by a student, other faculty member, administrator, or any other member of the College community, the faculty member may document the incident giving rise to the threat on a form developed by the College and deliver the form to his or her Academic Dean. If the incident, if true, would constitute a violation of College policy or applicable law, the Administration will investigate the incident and take appropriate measures to achieve a resolution. The faculty member will be notified of the outcome of the investigation and nature of the resolution in writing. If the faculty member is not satisfied with the outcome, he or she may appeal to the President, whose decision shall be final.
- c) Faculty shall be entitled to representation on the College Safety & Security Committee. Any recommendations by the committee which, if enacted, would establish a change in wages, hours, or terms and conditions of employment of the bargaining unit shall be subject to negotiations in accordance with Chapter 447 of the Florida Statutes.

### **Section 13.4. Personnel Files**

- A. Any records containing information reflecting academic evaluations of employee performance will be filed in the faculty member's Limited Access File. The faculty member's Limited Access File may be released by the records custodian only upon written authorization from the faculty member or the College President, or upon order of a court of competent jurisdiction. College employees and officials responsible for supervision of the faculty member shall have access to such records.
- B. No anonymous complaints shall be entered into or maintained in the faculty member's personnel file unless the complaint results in an investigation which is substantiated by other evidence and leads to discipline against the employee.
- C. Any unit member will be permitted to inspect his or her individual personnel files in the Human Resources Department during normal business hours. A faculty member may obtain copies of any items and/or documents in his personnel file. The administration may charge a usual and reasonable fee for providing copies.

### **Section 13.5. Intellectual Property**

- A. **Materials subject to intellectual property rights.** This article pertains to the following:
  1. All written works, including books, journal articles, texts, glossaries, bibliographies, study guides, resource materials, laboratory and other manuals, syllabi, tests, and proposals.
  2. Lectures, musical or drama compositions, and unpublished scripts.
  3. Films, filmstrips, charts, transparencies, and other visual aids and teaching devices.
  4. Video and audio recordings.

5. Live video and audio broadcasts.
  6. Programmed instructional material.
  7. Computer programs.
  8. Pictorial, graphic (including digital images), and sculptural works.
  9. Other materials subject to the United States copyright laws and control.
- B. **Determination of rights.** To determine the disposition of rights regarding intellectual property developed by faculty members, materials or patents will be assessed within the framework of the following categories:
1. **Individual Effort.** Rights to copyrightable intellectual property generated as a result of individual initiative and not as a specific College assignment and with only incidental use of College facilities or resources shall reside solely with the author/creator/inventor. These materials shall include only those which the author/creator/inventor could have developed even in the absence of employment at the institution.
  2. **College Assisted Individual Effort.** When the College provides partial support of an individual effort resulting in copyrightable intellectual property or a patent by contributing employee time, facilities, or other College resources, the College is entitled to share in the rights to ownership and disposition of these materials or patent and a sharing of royalty income. Partial support exists when the College employee could not have developed the material or patent in the absence of employment at the College. A written agreement of joint ownership shall be required and College personnel engaged in such efforts shall be responsible for contacting the Executive Vice President and Chief Academic Officer/College Provost for guidance regarding the development and execution of the agreement before undertaking the College-assisted activities. Absent a separate written agreement, it shall be presumed that the College is entitled to all rights applicable to the copyrights and/or patents, except as otherwise provided in this Rule.
  3. **College Initiated and Supported Efforts.** Ownership of copyrightable intellectual property or a patent specifically developed as a result of specific assignment by the College or arising out of the duties for which the individual was specifically employed by the College shall reside with the College. Under appropriate circumstances, the College may share royalty income with the author/creator/inventor upon written agreement with the District Board of Trustees.
  4. **Sponsor Supported Efforts.** College employees who produce copyrightable intellectual property or a patent under sponsor supported projects shall be governed by the specific terms and conditions of the sponsorship contract. In most instances, the agreement between the sponsor and the College vest title to the copyrightable material or patent in the College, with the sponsor retaining a royalty-free license for the sponsor's use. In some instances, the agreement may specify that the material or patent is to be distributed within the public domain. Some grants or sponsorship programs specifically require that the author/creator/inventor and the College must relinquish rights to the copyrighted material or patent created under the sponsored effort. College personnel are responsible for determining, in advance, the terms of sponsorship and for obtaining guidance regarding the development and execution of an agreement with the College or the sponsor.
- C. **Royalties and Revenue Income and Associated Costs.** Royalty income, revenues, and costs shall be as follows:

1. **Individual Effort.** Income derived from materials and patents produced from the individual initiative of College employees as defined above shall accrue solely to the author/creator/inventor. The author/creator/inventor shall be responsible for all associated costs and for registering the copyright or patent.
2. **College Assisted Individual Effort.** Income derived from individual efforts which are complemented by College employees and faculties or resources shall be distributed in accordance with a written agreement between the employee and the College. In the absence of a written agreement, the income shall be distributed thirty percent (30%) to the College and seventy percent (70%) to the author/creator/inventor. The author/creator/inventor shall be responsible for notifying the Executive Vice President and Chief Academic Officer/College Provost of engagement in any copyrightable effort and executing a written agreement of joint ownership with the College before beginning any effort which results in the production of royalties. Failure to execute a written agreement with the College shall not deprive the College of its rights to thirty percent (30%) of the royalties generated from all copyrightable intellectual property or patents. The College shall be responsible for 30% of the associated costs and the author/creator/inventor responsible for the remaining 70% of associated costs. The College will register the copyright or patent.
3. **College Initiated and Supported Efforts.** Where copyrighted intellectual property or a patent is generated by a specific College assignment or as a result of labors for which the individual was employed, the College shall be the sole recipient of all income derived. In specific instances where an exceptional product results from individual initiated activities and only after specific Board approval, the District Board of Trustees may share portions of income derived with the author/creator/inventor. Such efforts shall be determined on a case-by-case basis. The College shall be responsible for all associated costs and for registering the copyright or patent.
4. **Sponsor Supported Efforts.** Income derived from sponsor supported efforts shall be disbursed in accordance with the specific terms of the governing contractual or grant documents. The College and the author/creator/inventor shall be governed by the conditions of the applicable grant or contract. Income derived from the copyrighted intellectual property or patents shall be disbursed in accordance with the stated College policies when the contract or grant document is silent as to disbursement of royalties or items of value. Responsibility for associated costs and registration of any copyright or patent shall be negotiated and identified in a written agreement.

### **Section 13.6. Outside Employment**

Faculty members may engage in employment or consulting services outside of the College. Outside employment and consulting services which may violate professional ethics, present a conflict of interest, or that may negatively impact an employee's ability to perform his or her primary responsibilities to the College are prohibited. Faculty members are required to report any outside employment and consulting services which, by itself or cumulatively with other outside employment or consulting services, may reasonably present a conflict of interest prior to engaging in such employment or consulting or as soon as possible. Outside employment and consulting services may not involve processes or documents which were developed in the course of performing duties and responsibilities to the College and which might reasonably be considered College property. Outside employment and consulting services may only be performed outside of normal College duty hours or by using approved leave. In the event a conflict between primary employment with the College and outside employment or consulting services, the faculty member's employment with the College shall take precedence and the employee will be required to cease the conflicting outside employment or

consulting services. A faculty member shall have the right to any fees earned for outside employment or consulting services which are not in violation of the laws of the State of Florida.

### **Section 13.7. Faculty Offices**

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

### **Section 13.8. Parking**

On each campus, the Administration shall continue to provide off-street parking facilities free of charge. The Administration will continue its current practice of keeping the parking areas maintained, lighted, and secure.

### **Section 13.9. Enhancement of Professional Skills**

- A. The College supports efforts by faculty members to complete advanced degrees and participate in academic activities such as conferences. The granting of professional leave will be considered when requested in advance by faculty members to take examinations, defend dissertations, or make presentations to academic, professional, or community organizations.
- B. A faculty member may also attend approved seminars or workshops within the faculty member's discipline or are within an area where the College desires additional certification/training. 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.

### **Section 13.10. Tuition Reimbursement**

- A. Tuition for undergraduate and graduate coursework taken by a faculty member at other accredited institutions of higher learning shall be reimbursed, subject to the following limits:
  - 1. Tuition reimbursement for associate-level credit courses is limited to the actual out-of-pocket tuition expense or to a maximum not to exceed the equivalent cost of twelve hours of college credit at the in-state rate at PHSC, whichever is less, per fiscal year.
  - 2. Tuition reimbursement for bachelor's-level credit courses is limited to the actual out-of-pocket tuition expense or to a maximum not to exceed the equivalent cost of nine hours of undergraduate credit at the in-state rate at the University of South Florida, Tampa Campus, whichever is less, per fiscal year. Bachelor's degree courses are defined as courses at the 3000-4999 level or its equivalent.
  - 3. Tuition reimbursement for graduate-level credit courses is limited to the actual out-of-pocket tuition expense or to a maximum not to exceed the equivalent cost of six hours of graduate credit at the in-



state rate at the University of South Florida, Tampa Campus, whichever is less, per fiscal year. Graduate hours are defined as courses at the 5000 level or higher or its equivalent.

4. Tuition reimbursement for credit courses taken at different levels within one year will be combined and is limited to the actual out-of-pocket tuition costs not to exceed the in-state rate at the University of South Florida, Tampa Campus, at the highest course level being taken.
- B. If a faculty member wishes to enroll in a non-credit class offered by PHSC and receive tuition reimbursement, the faculty member must first seek approval from the Dean of Academic Affairs, or his/her designee. Approval is based on the relevancy to the faculty member's job responsibilities.
- C. A faculty member shall be reimbursed for payment of tuition within thirty (30) days upon documentation of payment to the Administration. When applicable, such documentation shall include a transcript showing successful completion of the most recent coursework for which tuition reimbursement was received. Individuals who receive tuition reimbursement but do not earn a passing final grade will be required to refund the tuition reimbursement they have received within 30 days after final grades have been posted.
- D. To qualify for tuition reimbursement, the course selected must be reasonably likely to upgrade skills and improve the employee's job effectiveness, as determined by the College.

### **Section 13.11. Child Care**

The children of faculty members may use the child care services at TodayCare subject to availability and in accordance with the policies, procedures, practices, limitations, conditions, and costs, as they may be amended from time to time by the College or TodayCare management. Faculty members shall have priority over members of the general public who are not students or employees at the College in accessing vacancies.

### **Section 13.12. Minimum Credentials**

To be in compliance with the published requirements of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and other accrediting agencies all instructional faculty members must satisfy the minimum credentials requirements published in the College's Faculty Credential Manual.

### **Section 13.13. Selection of New Faculty**

- A. The Administration recognizes the importance of faculty participation in the hiring process for new full-time faculty members. In furtherance of that goal, the President will appoint, on recommendation from the hiring supervisor, a hiring screening committee to participate in the hiring of new full-time faculty members. The screening committee will include at least two faculty members from the appropriate Division, and may also include the Provost or Dean, the Associate or Assistant Dean, the Director of Global and Multicultural Awareness and Special Assistant to the President, and a faculty member from a different Division. The President shall designate the chairperson of the committee. Faculty members who serve on a screening committee during the summer shall, whenever possible, receive notice by the end of the preceding spring semester.
- B. The committee functions only as a screening committee and not a selection committee. As such, the screening committee's function is solely to screen applications and supporting materials (from those deemed minimally qualified), to interview candidates, and to make a recommendation of the top qualified candidates to the Executive Vice President of Chief Academic Officer/College Provost for further consideration. The committee will file a written recommendation, listing finalists alphabetically

and/or by ranked preference. Input from faculty screening committees will be advisory only; the final decision rests with the President, who will notify the committee chairperson of his final decision.

### **Section 13.14. Transfers**

- A. The Administration 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 Administration recognizes the importance of conferring with faculty in the transfer of full-time faculty members.
- B. Faculty members will be assigned to a primary campus at one of the five campus locations (West Campus, North Campus, East Campus, Porter Campus, Spring Hill) or any established centers. Notwithstanding, faculty members may be assigned by the College to teach courses at a campus or location away from their primary campus when one or more of the following apply:
  - 1. Course enrollment on the primary campus is insufficient for the faculty member to teach a full load on the primary campus;
  - 2. It is deemed necessary for a faculty member to teach away from the primary campus in order to balance course offerings across campuses;
  - 3. When course coverage is temporarily required due to an instructor being rendered unable to teach due to illness, injury, separation from employment, or other unforeseen circumstances;
  - 4. When due to unforeseen circumstances, the College deems it is in the best interest of students or necessary for the efficient operation of the College.
- C. The College may, but is not required to, seek volunteers to teach away from their primary campus. Notwithstanding, the College retains the authority to make the determination of which faculty member to assign to teach away from his or her primary campus for the best interests of the College. When a bargaining unit member is involuntarily assigned to teach at more than one campus per day under this section, he or she shall be reimbursed for mileage incurred traveling from one campus to the other, and back if applicable.
- D. **Transfers between campuses and within discipline.** To request a transfer to a new or vacant full-time faculty position within the faculty member's discipline, a qualified full-time faculty member shall submit a request for transfer to the faculty member's immediate administrative supervisor, the Provost of the faculty member's assigned campus, the Provost of the campus to which the faculty member is seeking to transfer, and the Executive Director of Human Resources by the job close date as printed on the job posting. In evaluating the faculty member's request for a transfer, the Administration shall consider the faculty member's length of service, performance evaluations, program needs, and the interests of the College. The respective Provosts and Academic Dean shall make a recommendation as to whether to approve the transfer, which must be finally approved by the Executive Vice President and Chief Academic Officer/College Provost and the President. Where the faculty member's request for transfer is not approved, the faculty member will be informed of the decision.
- E. **Transfers outside of discipline.** Faculty members seeking a transfer from one discipline to another discipline, regardless of campus location, must submit an application and go through the application process.