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Lincoln Cushing, lcushing@library.berkeley.edu

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Union AFT (American Federation of Teachers) AFL-CIO

Local 4253

Occupations Represented
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Librarians

Bargaining Agency District Board of Trustees of Miami-Dade Community College

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Notes

Contact

Full text contract begins on following page.

“CONTRACT FOR PROFESSIONAL RESPECT”

AGREEMENT BETWEEN

**UNITED FACULTY
OF
MIAMI-DADE COMMUNITY COLLEGE
LOCAL 4253, FEA-UNITED, AFT, AFL-CIO**

AND

**THE DISTRICT BOARD OF TRUSTEES OF
MIAMI-DADE COMMUNITY COLLEGE**

August __, 2002 to August __, 2005

(UFMDCC Reserves the right to amend, modify or withdraw this proposal.)

Proposal 1 – January 25, 2002

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PREAMBLE

Section 1.

This Agreement is entered into by and between The District Board of Trustees (the "Board") of Miami-Dade Community College (the "College," the "Employer," "Management" or "MDCC") and the United Faculty of Miami-Dade Community College, Local 4253, FEA-United, AFT, AFL-CIO, ("UFMDCC," or the "Union.")

Section 2.

MDCC and UFMDCC recognize the College's mission is to provide the highest quality of educational services to the community served and each acknowledges the responsibility and obligations of the other toward these objectives. Both pledge their commitment to maintaining the highest level of professional standards of knowledge, integrity and dedication. The foundation for all decisions and actions of the College and UFMDCC is to provide the highest quality of education for students.

Section 3.

The parties agree that MDCC is one College and is considered one employer. All terms, conditions and provisions of this Agreement are to be applied College-wide, unless expressly provided otherwise.

ARTICLE 1
ACADEMIC FREEDOM

Section 1. Academic Freedom and Responsibilities.

Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

- A. The College and UFMDCC recognize that academic freedom, coupled with adequate performance of academic duties, are essential to the full development of any educational institution and apply to teaching, research and creative activities. Faculty engaged in such activities shall be free to cultivate a spirit of inquiry and scholarly criticism and to examine ideas in an atmosphere of freedom and confidence.
- B. Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.
- C. Faculty are citizens, members of a learned profession, and respected employees of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and shall indicate that they are not speaking for the institution.

D. Faculty members occupy a unique position of influence and respect in the eyes of students, College employees and others and, therefore, are obligated to maintain professional behavior at all times while conducting College business.

E. Academic Faculty Governance.

1. Fundamental to all decisions is recognition that the purpose of Miami-Dade Community College is to provide educational services to its students and the community. To further that purpose, the Board agrees to shared academic governance with the faculty.

2. The College's Academic Faculty Governance Structure, Procedures and Process must be approved by a jointly monitored secret ballot vote of all bargaining unit faculty voting during a publicized two-day, all campus, vote. This approved structure shall provide for faculty input on curriculum approval and shared governance in overall academic decisions.

3. Upon execution of this agreement, a thirteen (13) member commission comprised of six (6) bargaining unit members (selected by UFMDCC) and six (6) administrators (selected by the District President) and one faculty member selected by the other twelve (12), shall be formed to create a proposal of an Academic Faculty Governance Structure, Procedure and Process. Such proposal must be completed within ninety (90) days of execution. Within one hundred and twenty (120) days of execution of this Agreement, the College wide vote referred to above will be held, giving faculty the choice to vote on: the Commission's proposal; the CASSC system; the former I-80 structure (wholly absent any jurisdiction over wages, hours and working conditions); and any other proposal the Commission deems worthy of placing on the ballot. The Commission shall operate by Robert's Rules, Revised and be governed by majority vote of those voting. The proposal receiving the largest number of votes shall be implemented within thirty (30) days of the vote.

4. The jurisdiction of the newly adopted Academic Faculty Governance System shall be at least over: curriculum, degree requirements, course sequencing, grading standards, maintenance of a comprehensive educational policy, utilization of intellectual resources and minimum requirements to award degrees. At no time shall the Faculty Governance System have jurisdiction over wages, hours, working conditions or the subjects covered in this Agreement.

F. Library Commission.

Within sixty (60) days of ratification of this Agreement, the parties shall form a jointly appointed five (5) member permanent faculty commission (with at least one appointee being a faculty librarian) to study the current state of college library facilities, funding, collections and technologies. The initial report from this commission shall be presented to the faculty, administration, District President and UFMDCC President within 180 days of appointment, which shall include findings and recommendations. Appointments shall be made for two (2) year terms (except the first appointment shall include three (3) members appointed for two (2) years and two (2) members appointed for one (1) year).

ARTICLE 2
BARGAINING REPRESENTATION AND RIGHTS

Section 1. Dues Deduction.

- A. MDCC will deduct and remit dues to the Union when authorized on the form included in Appendix A to this Agreement. Authorization for deduction must be received by MDCC thirty (30) working days prior to the payroll payment date. MDCC will mail a check covering dues deducted from the bargaining unit members and an itemized statement thereof to UFMDCC no later than thirty (30) working days following the end of the payroll period. [Such itemized statements shall at least include employee names, amount deducted, applicable payroll dates, totals, the names of faculty added and deleted since the immediate prior report.](#) Such authorization is revocable by the bargaining unit member at any time upon thirty (30) working days notice in writing to the MDCC Office of Human Resources with a simultaneous copy provided to UFMDCC. [Authorization shall automatically be in effect again when an employee returns to work after being off payroll or separated.](#)
- B. The Union shall officially notify the College no later than fifteen (15) days after any dues change the exact amount or percentage of salary of each bargaining unit member's Union dues. Appendix A is hereby incorporated into and made a part of this Agreement.
- C. The Union shall hold the College harmless against any and all claims, demands, and liabilities of any kind whatsoever arising from any action taken or not taken by the Employer, its members, officials, agents, or representatives in complying with this Section or in reliance upon any notice, letter, or written authorization supplied to the Employer pursuant hereto.
- D. The Board will deduct from the pay of each faculty member from whom it receives written authorization to do so, and remit to UFMDCC, any authorized payroll contribution for the purposes of COPE. COPE deductions will commence no later than

the next pay date following thirty (30) working days after receipt of the authorization form by Human Resources.

Section 2. Use of MDCC Resources to Conduct Union Business.

- A. Faculty offices and other work areas may not be used for Union business during the work hours of those involved. For purposes of Union meetings to conduct regular Union business, UFMDCC may use MDCC facilities on a space-available basis at no charge during the hours the College is open, by utilizing the established reservation procedures of the College.
- B. UFMDCC may place Union materials in the individual departmental mailboxes of bargaining unit members, so long as a copy of all materials distributed is supplied concurrently to the Vice Provost, Employee Development and Quality Enhancement and clearly identifies that UFMDCC is the author and responsible for the document. In addition, UFMDCC may distribute Union messages to the individual E-mail boxes of bargaining unit members so long as a copy of all messages distributed is supplied concurrently to the Vice Provost, Employee Development and Quality Enhancement and clearly identifies that UFMDCC is the author and responsible for its content. UFMDCC may distribute Union messages to the individual phone mail boxes of bargaining unit members ~~a maximum of once a week~~, so long as a copy of all messages distributed is supplied concurrently to the Vice Provost, Employee Development and Quality Enhancement and clearly identifies that UFMDCC is the author and responsible for its content. MDCC internal mail services, MDCC equipment (including, without limitation, copiers, duplicating processes, printers, etc.), MDCC personnel, and/or MDCC materials are not to be utilized by UFMDCC. The Union shall have access to all voice and e-mail system features in order to distribute messages to any or all bargaining unit members.

C. ~~MDCC will maintain exclusively for Union business, one bulletin board in each building where faculty have offices on each campus in a location to be determined by MDCC. UFMDCC shall not have access to any other campus bulletin boards.~~

D. UFMDCC agrees that all posted materials and materials placed in faculty mailboxes, phone mail messages, and E-mail boxes will be limited to official UFMDCC Union business and restricted to the following: notices of Union meetings, notices of Union elections or appointments, notices of Union recreational or social affairs, results of Union elections, and Union news. This section shall not be interpreted to compromise, in any way, the limitations on solicitation and distribution activity set forth in Section 447.509 Florida Statutes. Such postings and distribution must have UFMDCC approval as indicated by the signature of the Union President, or designee, on the materials posted and/or distributed. In the case of E-mail and phone mail, such postings and distribution must originate from a computer or phone mail box (office or home) bearing identification of the Union President, or designee.

Section 3. Access to Information.

Upon written request from the UFMDCC President to the office designated by MDCC for such purpose, public records will be made available to the Union for inspection at reasonable times and places. When feasible, such documents will be produced within five (5) working days. MDCC shall be permitted to charge for such services and for copies as permitted by law.

In addition, the College agrees to provide the following information to the Union:

A. Current Policies and Procedures Manuals have been provided to the Union in printed form. Thereafter, the College shall provide to the Union, at no charge, all updates and revisions. Updates and revisions may be provided in printed form, on disk, or by notification that changes are available electronically together with the address at which the changes are available. Updates of policies will be provided within fourteen days of approval by the District Board of Trustees.

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- B. A copy of the agenda and minutes of each regular meeting of the District Board of Trustees at the time these agendas and minutes are made available to the public. There shall be no charge for these documents.
 - C. UFMDCC shall have access to a list of all bargaining unit members within twenty (20) working days of the beginning of each major term via a listing posted on the MDCC intranet; such listing to be available for printing outside the College. UFMDCC will be notified within thirty (30) days after the hiring or separation of any bargaining unit member via changes made on the same MDCC intranet site.

Section 4. Non-discrimination.

MDCC recognizes the applicable laws and regulations prohibiting the discrimination or harassment against any faculty member, with regard to the material terms of employment, because of affiliation with UFMDCC. Likewise, UFMDCC will not illegally discriminate against or harass faculty who choose not to join the Union and/or participate in its activities.

Section 5. Protection for Whistleblowers.

In the spirit of public government and the ideals of an educational institution, each bargaining unit employee who meets the applicable legal requirements to be a whistleblower shall be fully protected in accordance with applicable law.

Section 6. Union Leave.

One UFMDCC officer shall be permitted to be on an unpaid leave (LWOP) during any academic year. One additional UFMDCC bargaining unit member shall be permitted to be on paid leave on a semester by semester basis; UFMDCC will reimburse the College for the employee's salary and fringe benefits including retirement. The salaries of any individuals on paid or unpaid leave will reflect any salary increases for the bargaining unit. UFMDCC will further be entitled to a total of ~~288~~ 432 points of paid leave annually to be distributed to bargaining unit members on a

course by course basis. UFMDCC will reimburse the College for points assigned at an adjunct replacement rate plus fringe benefits for adjunct personnel. The Union president shall be on full release (144 points per year) paid by the College. The College shall provide an additional 144 points of paid release per year to be utilized to release faculty for representational duties. Such Faculty representatives shall be selected by the UFMDCC President. No faculty member can receive more than 24 of these points in any given semester. Like all faculty on partial point release, Union representatives on paid leave shall be released for seven (7) contact hours per every 12 points during Fall and Spring (prorated for Summer A & B or differing points amounts).

ARTICLE 3
CONDITIONS OF EMPLOYMENT

Section 1. No-Strike.

The Union agrees not to participate in, nor endorse strikes, picketing, stoppages or concerted failure or refusal to perform assigned work by the faculty members covered by this Agreement, while this Agreement is in effect.

Any faculty member who participates in or endorses a strike, a work stoppage, picketing, or concerted failure or refusal to perform assigned work may be disciplined and/or discharged by the College, and the sole and exclusive jurisdiction to review such discipline or discharge shall be provided in the grievance procedure.

It is understood and agreed that, in the event of any violation of this Article, the College shall be entitled to seek and obtain ex parte immediate injunctive relief, provided within 24 hours after receiving written notification from the College that a strike or picketing is in progress on the part of individuals or any group of individuals covered by this Agreement, the Union shall state to the College, in writing, whether or not it has sanctioned such action. Its prompt disavowal of responsibility, in writing, shall relieve the Union of legal responsibility to the College therefore.

Picketing, as referred to in this Article, shall mean any action by way of demonstrating which has the effect of preventing or restraining any other employee from coming to work or to continue working. Informational picketing, which does not have the effect of preventing or restraining any other employee from continuing to work, is permitted under this Article.

Section 2. Outside Employment.

Full-time faculty shall not engage in outside employment which:

- A. Conflicts with required work hours at the College.
- B. Adversely affects College job performance.

-
- C. Might reasonably be considered to conflict with College goals and objectives in the community.

The faculty member may not use his/her position with the College for personal gain through outside employment. This outside employment shall not bring discredit to the College nor should the name of the College be used to acquire an outside position.

Section 3. Class Size.

- A. ~~In order to maximize the learning environment~~ To meet the learning needs of students, the College will establish reasonable class sizes.
- B. Closed class overrides may be approved by the faculty member assigned the course, or the program director, or the Department Chair, or other management personnel through the 100 percent refund period. After that time, only the faculty member assigned the course may authorize an override.

Section 4. Faculty Assignments.

To enhance flexibility and meet student needs, immediate supervisors shall consult with faculty members before determining course offerings and scheduling each term. Faculty shall be given ten (10) working days to review and make suggestions regarding the proposed master schedule at least ninety (90) days before the schedule is submitted for printing. The decision of the College is final. Courses will be offered at times and days to meet the needs of students. In addition, faculty should be encouraged to develop and teach courses which may be of interest to students, provided there is sufficient enrollment for the course and the course is part of an approved degree or certificate program.

- A. Faculty Qualifications. Faculty members may be assigned only to teach credit courses for which they are qualified by reason of academic preparation and/or experience as defined by the College using guidelines provided by the Commission on Colleges of the

Southern Association of Colleges and Schools (SACS) and/or other accrediting agencies, where applicable.

- B. Faculty Assignment. Seniority is the priority that occurs because of length of service to the College on a continuous, full-time College-wide basis. Seniority of faculty members is determined based on the date they began continuous full-time employment as a member of the faculty. From the ratification of this Agreement forward, time spent outside the bargaining unit shall not be counted toward seniority. Approved leaves, with or without pay, do not adversely affect seniority. Conflicts of seniority among faculty members with the same total years of full-time service will be resolved by month, then date of birth. Further conflicts will be determined by a flip of a coin in Human Resources. The official College faculty seniority list will be posted by Human Resources on the College's intranet web page, and will be updated within thirty (30) days whenever a new full-time faculty member is employed or one terminates.

Prior to each term, the faculty with the highest College-wide seniority in the department will indicate to their Chair their selection for their first course assignment. The same process will be followed consecutively by each faculty member, based on College-wide seniority, until all full-time faculty in the department have chosen their first course. A similar process is used for each faculty member's second choice, third choice, etc. until a full load is completed for each full-time faculty member. Faculty will be afforded ten (10) working days to complete this process. Faculty will also receive two additional working days to review the completed choices in order to reconsider or swap courses. UFMDC shall coordinate this process. Course cancellations, unassigned classes, and other similar events may result in modification to the schedule(s). Modification decisions made by the Chair for class assignments are not subject to the grievance procedure. Every reasonable effort will be made to honor these selections. Except, however, that a bargaining unit member whose inload or overload selected class

has been modified shall have the right to replace the modified class (or classes) from any class unassigned or assigned to a part-time faculty member.

When faculty select classes (in seniority order) for their inload teaching schedule from another department, they shall select their class(es) in the appropriate corresponding round. For example, if a faculty member picks 24 points outside his/her department, (s)he will select classes in rounds 1-3 in the assigned department and select in rounds 4 and 5 in the outside department(s). If a faculty member selects all five classes outside the department, then (s)he will select in all rounds. All selections are in seniority order.

During each subsequent semester, selection rotation begins with the faculty member with the highest College-wide seniority in the department in the same manner. Each semester, every credit and PSAV class shall be available for inload selection by bargaining unit members. All classes added to the schedule after completion of the selection process shall be first offered to bargaining unit members for exchange of inload or overload classes in seniority order.

C. Teaching Load. A classroom faculty member's full load shall be 144 points per academic year which shall include 196 \pm 2 days or 216 \pm 2 days (extended year contract.) Faculty members shall teach two major semesters and one Summer A and/or B term(s), selected in seniority order, during each academic year. No faculty member can be required to teach both Summer terms A & B. These points are distributed as follows:

1. A faculty member's regular load per major term shall be 60 (\pm 2) points per semester. Four (4) "points" are equivalent to one ~~60 minute lecture class instructional~~ hour ~~(including a 10 minute break between classes)~~ (50 minute clock hour) that meets each week for a 16-week semester for a lecture course. Therefore, a lecture course meeting three (3) instructional hours per week generates twelve (12) points. Similarly, three (3) "points" are equivalent to one laboratory or clinic ~~60 minute instructional~~ class hour ~~(including a 10 minute~~

-
- ~~break between classes, 50 minute clock hour~~) that meets each week for a 16-week semester for a laboratory/clinic course.
 2. Classes of different duration are assigned on a prorated basis according to the same formula.
 3. Private music lessons generate two (2) points for a major semester for a one-hour music lesson per week, prorated for Summer A or B term.
 4. A faculty member's regular load shall be 24 (\pm 1) points for the Summer A or B term.
 5. ~~The teaching A faculty member may schedule his/her load, based upon needs of the department as determined by the immediate supervisor, may be~~ unequally ~~divided~~ within an academic year, as long as a faculty member teaches a total of 144 points.
- D. Classroom Faculty Schedules.
1. Classroom faculty schedules will reflect a total of thirty-five (35) hours per week on campus (2100 clock minutes) ~~excluding~~ including meal breaks. Meal breaks may be scheduled at any time and may be taken off campus. The faculty schedule will reflect classroom hours, a minimum of five to ten (5-10) office hours to total 25 hours in direct contact with students, and additional hours (including the difference between clock and instructional hours), to reflect a total of 35 hours on campus.
 2. ~~During the hours a faculty member is not in the classroom, faculty members are expected to participate in activities as requested by their Chair~~ Up to five non-instructional hours per week (non-direct student contact hours) may be scheduled by the faculty member at alternative locations to best meet the needs of students.
During the scheduled office hours, the first priority will be to serve students enrolled in the faculty member's assigned classes; the second priority will be to participate in activities as requested by the Chair which can be accomplished in

the faculty member's office. Faculty will not unreasonably decline such requests by the Chair. ~~These activities include, but are not limited to Work Expectations referenced in Article 21.~~

3. Every reasonable effort will be made to assign faculty a full teaching load at their home campus.
4. Faculty whose inload schedules include more than one work location on any given day shall be allowed travel time as determined by the College between locations as part of their on-campus hours. If any segment of the travel is to or from home, the travel time for that segment cannot be charged against the work week. Mileage between work locations or in excess of mileage that would have been incurred between their home and home campus will be reimbursed at the State specified rate. Only inload assignments are eligible for mileage reimbursement.
5. Faculty ~~must~~ may schedule their hours either to include four (4) or five (5) work days on campus or other assigned work location. ~~Any exceptions, if in the best interest of students, must be approved by the Dean prior to finalization, and will take into account items such as Saturday and/or Sunday classes, a work day in excess of eight (8) hours, split shifts, etc.~~ No faculty member will ~~be assigned~~ have an inload schedule of with more than five (5) work days. ~~Meal breaks scheduled within the work day may not be counted as part of the 35 hours on campus. Faculty may be permitted to participate in a four day workweek during the Summer A or B terms as determined by the Department Chair.~~ A College-wide, ~~computerized~~ office schedule will be developed and posted on each faculty member's office door.
6. The Chair will make a reasonable effort to assign no more than three (3) preparations, with no more than one (1) new preparation (except for first-year

faculty), as part of a class load. A new preparation is a course the faculty member has never taught at MDCC or has not taught at MDCC for the past three (3) years.

7. For each overload assignment the faculty member will conduct all classroom and office hours outside the work week. Office hours for each overload assignment (including classes, labs, and clinics) will be as follows:

Fall/Spring terms 1 hour/week/3 credit course

Summer A & B terms 2 hours/week/3 credit course

Overload office hours will be prorated for courses, labs, or clinics with varying credits, fewer or greater number of weeks, or other teaching modes according to the above formula. Overload classroom and office hours shall be displayed along with the faculty member's regular schedule. A College-wide, ~~computerized~~ office schedule will be developed and posted on each faculty member's office door as soon as possible each term, but no later than the day of the 100 percent refund. Copies of this schedule will be simultaneously provided to the Department Chair and may be posted on the College web site for student access.

8. When faculty teach a class not assigned to their home department, whether inload, overload, or non-credit course for additional compensation (including task assignments), such an assignment must be approved in advance by the faculty member's immediate supervisor.

E. Non-classroom Faculty Schedules.

1. The schedules for non-classroom faculty, such as faculty counselors and faculty librarians on the J1 payroll, will reflect thirty-five (35) hours on campus (2100 minutes), ~~excluding~~ including meal breaks. Meal breaks may be scheduled at any time and may be taken off campus. Some of the 35 hours may be spent on ~~an~~ inload teaching ~~assignment selected, if desired~~ by the faculty, with the selections chosen in seniority order. Course cancellations, unassigned classes, and other similar events may result in modification to the schedule(s). Modification

decisions made by the Chair for class assignments are not subject to the grievance procedure. Every reasonable effort will be made to honor these selections. A maximum of ten (10) hours per week may be assigned by the supervisor for other related duties. A minimum of 25 hours of student contact must be scheduled; up to 35 hours of student contact will be scheduled if no other related duties are assigned. For those non-classroom faculty teaching an inload assignment, the Chair will ensure an appropriate amount of time of no less than two (2) hours per week per three (3) credit full semester course (prorated for other modalities) for course preparation, etc.

2. Non-classroom faculty may be assigned professional duties outside of the academic calendar, including semester breaks, as long as they work the same number of contractual days as classroom faculty. These faculty members should be assigned a flexible contract. (See Article 12, Section 3) Non-classroom faculty may only be assigned up to five (5) days per academic year for advisement or other pre-approved work assignments outside the instructional (classroom faculty) calendar during a defined recess period of the College. Nothing herein prohibits non-classroom faculty from agreeing to work alternative schedules by mutual consent that does not violate the contract.
3. ~~Non-classroom faculty must schedule their hours to include five (5) work days (any exceptions, if in the best interests of students, must be approved by the Dean in advance).~~ Meal breaks scheduled within the work day ~~may not~~ will be counted as part of the 35 hours on campus. Faculty may be permitted to participate in a four-day workweek during the Summer A or B terms as determined by the Department Chair. A College-wide, computerized office schedule will be developed and posted on each faculty member's office door. Faculty may schedule their hours to include four (4) or five (5) work days on campus or other

assigned work location. No faculty member will have an inload schedule of more than five (5) work days.

4. For each overload assignment the non-classroom faculty member will conduct all classroom and office hours outside the normal work week. Office hours for each overload assignment (including classes, labs, and clinics) will be as follows:
Fall/Spring, or Summer C (12 week) terms 1 hour/week/3 credit course
Summer A or B terms 2 hours/week/3 credit course
Overload office hours will be prorated for courses, labs, or clinics with varying credits, fewer or greater number of weeks, or other teaching modes, according to the above formula. Overload classroom and office hours shall be displayed along with the faculty member's regular schedule. A College-wide, ~~computerized~~ office schedule will be developed and posted on each faculty member's office door as soon as possible each term, but no later than the day of the 100 percent refund. Copies of this schedule will be simultaneously provided to the Department Chair and may be posted on the College web site for student access.
5. When non-classroom faculty teach a class not assigned to their home department, whether inload, overload, or non-credit course for additional compensation (including task assignments), such an assignment must be approved in advance by the non-classroom faculty member's immediate supervisor.

F. Teaching of Honors Classes:

Full-time faculty who have completed jointly approved UFMDCC/College faculty workshop(s) are eligible to teach honors sections of courses. The workshop(s) shall also be credited towards maintenance of rank, promotions, and endowed chair credit requirements. Faculty currently teaching honors will have two years to complete the workshop(s). Honors sections will be listed in the regular schedule of courses by department. Courses are selected in seniority order by eligible faculty as part of the regular selection process. Honors sections of courses will not exceed 20 students per section without faculty override.

Section 5. Academic Year and Calendar.

The College and UFMDCC will consult on future five-year academic calendars. The final decision for formulating the calendar rests with the College. Final grades shall not be required to be turned in by the faculty member until three (3) calendar days have elapsed following the last day of final exams.

Section 6. Selection of New Faculty.

When consideration is being given to hiring new faculty members, the College shall solicit input from faculty. Such input will be advisory only; the final decision rests entirely with the College. Unit members shall serve on faculty screening committees jointly appointed by the College and the UFMDCC President if requested to do so. UFMDCC shall be afforded fifteen minutes during each of the College's new teacher orientation sessions.

Section 7. Other Conditions of Employment.

A. Faculty Members' Facilities. The College shall ~~make reasonable efforts to~~ provide adequate each bargaining unit member a single fully enclosed office space (within 36 months of execution of the Agreement), free parking, equipment, and facilities for student conferences.

1. The College shall implement procedures and regulations designed to safeguard the security of each faculty member's office.
2. After hours access to faculty members' offices will be provided by campus Security. Faculty shall sign in and out at the campus Security office during times when the College is not officially opened. Campus Security personnel and faculty will cooperate to ensure campus safety and security.
3. Faculty shall be provided adequate designated "faculty only" parking garage and lot spaces (lowest floors in the case of garages). Such designations shall be adequately enforced.

B. Classroom Decorum.

1. UFMDCC and the College recognize their responsibility to provide a classroom environment conducive to the learning process. Faculty shall discuss with the Student Dean any pattern of behavior that may disrupt the learning environment. Security shall, at the faculty member's request, remove any person from a classroom who disrupts the learning process. Security will notify the Dean of Students as soon as possible. The faculty member will describe, in writing within 24 hours, the behavior of the student which caused removal from the classroom by Security and send this report to the Dean of Students, with copies to the Chair, Associate Dean/Director, Academic Dean, and Security.
2. Faculty recognize their responsibility to serve as a role model for students through their respectful interaction with students and by dressing in appropriate attire while on campus.

C. Safety.

1. The College will make reasonable efforts to implement safety, health and sanitary policies and procedures.
2. The College will make reasonable efforts to protect faculty members from threats or violence in the performance of their duties.

D. Faculty Transfer.

1. Transfer at the Request of the Faculty. A faculty member ~~may request shall~~ automatically receive, upon his/her request, a transfer from one campus to another campus or to a different department within a campus, whenever a position for which the faculty member is qualified becomes available. Faculty may apply for a specific position or may request a standing transfer for any and all positions that are open for which they may be qualified. It is fully acknowledged that one faculty member may be qualified for more than one position. Faculty may initiate a transfer request without the approval of their immediate supervisors. If the

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- faculty member requests, the current supervisor need not be notified that a transfer has been requested. In considering multiple requests for transfer, the College ~~will consider seniority in filling a~~ shall fill the position ~~in seniority order.~~
2. Need for Faculty Transfer at the College. Transfer of faculty from one campus or department to another shall be accomplished in the following manner:
 - a) volunteers for transfer
 - b) mandatory transfers in inverse order of seniority
 3. Transfer at the Request of the College. The District President may transfer or reassign College faculty when such transfers are required for the effectiveness and efficient operation of the College.

Section 8. Maintenance of Academic Rank Faculty Professional Development

~~To retain standing in any academic rank, at least~~ Faculty shall complete 36 clock hours of professional development activities every five (5) years. ~~three (3) graduate credits.*~~ Professional development activities include, but are not limited to, workshops, conferences, paper presentations, videotape review, distance courses, credit courses, professional activities, licensure renewal courses, research or other activities related to education, technology, the faculty member's discipline, higher education, or other academic issues. The faculty member shall certify that the requisite hours have been completed prior to expiration of the five (5) year cycle ~~with a grade of "C" or better (or "Pass" in a pass/fail grading system) must be taken in every three (3) year period in an area approved by the College.~~ Failure to complete the ~~36 clock hours~~ ~~three (3) credits according to these criteria within the three (3) within five (5)~~ 36 clock hours ~~three (3) credits~~ according to these criteria within the ~~three (3) within five (5)~~ five (5) years will result in a reduction in rank by one step. In the event that a member is reduced in rank, the salary may not exceed the maximum of the lower rank. Should such a reduction in rank occur, a faculty member will have an additional two (2) years to complete the required ~~hours~~ ~~three (3) graduate credits.*~~ If ~~the hours credits are~~ completed within this extended time period, the

faculty member will be returned to the original academic rank and salary range without going through the promotion process. (Article 7, Faculty Advancement)

~~*Exceptions to graduate credits may include non-graduate credits, continuing education units, or other professional training appropriate to the advancement of the discipline/department and approved in advance by the Academic Dean with the understanding that exceptions to graduate credits for promotion, and/or Endowed Chair will be subject to a more stringent evaluation than for the maintenance of academic rank. The operational procedure of the professional development process is attached as "Appendix B" which is incorporated by reference into this Agreement. The five (5) year maintenance period shall re-cycle and begin anew after a faculty member is promoted. For current faculty, the last cycle ends the last day of the 2002-2003 academic year and the next five (5) year cycle will begin August 28, 2003.~~

Section 9. Class Cancellations/Class Rescheduling.

Classes can be canceled only by the College administration; a faculty member has no authority to dismiss early or cancel class, or to reschedule a class meeting days or times. Classes may be canceled by the College for reasons such as, but not limited to, natural disaster (such as a hurricane warning), civil disturbances, air conditioning failure, etc. In case of an emergency, such as fire alarm or suspected gas leak, etc., the faculty member shall instruct students to leave the building and remain at a safe distance until instructed by campus Security that the building is safe to reenter.

Section 10. New World School of the Arts.

The parties recognize the unique nature of the College's New World School of the Arts. The parties may make adjustments to this Agreement from time to time with regards to NWSA faculty conditions of employment when agreed to by the NSWA Provost and the UFMDCC President.

ARTICLE 4
CONDUCT AND DISCIPLINE

Section 1. Intent.

In order to maintain the standards of excellence to which MDCC is committed, all bargaining unit employees are expected to observe the highest standards of job performance and professional excellence. All bargaining unit members shall comply with the expected level of performance of their duties as members of the faculty of MDCC as referenced in Article 21, Work Expectations.

Section 2. Forms of Disciplinary Action.

It shall be the intent of the College to provide employees with an opportunity to correct deficiencies in performance or conduct. In the event an employee fails to make the required corrections to their performance deficiencies or acts of misconduct, the employee may be subject to accelerating discipline up to and including termination.

The College may take disciplinary action by oral counseling, written counseling, written reprimand, withholding salary increases, reduction in academic rank, return to annual contract, suspension with pay, suspension without pay, discharge, or other appropriate action. It is acknowledged by the parties that performance deficiencies or acts of misconduct vary in severity, and therefore, there are deficiencies and acts of misconduct that warrant immediate termination. Where the College seeks to impose discipline, other than an oral counseling, notice of such discipline shall be in writing and served upon the faculty member and UFMDCC. The written notice shall contain a description of the act or acts for which discipline is being imposed and the penalty. Such discipline may be the subject of a grievance/arbitration action in accordance with Article 9.

Section 3. Investigation.

The College reserves the right to conduct an investigation into any allegation of misconduct or any alleged violation of this Agreement. All bargaining unit members are required to cooperate with the College's investigation.

Section 4. Drug and Alcohol Use.

Any bargaining unit member who requires assistance for drug or alcohol abuse should report the situation to the College, seek aid, and discontinue the abusive use of drugs or alcohol. The Employee Support Program, as referenced in Article 10, Section 2B, shall be available to any employee. The bargaining unit member's failure to seek assistance prior to committing a violation of these rules will prohibit the faculty member from asserting that a drug or alcohol problem was the cause of the transgression.

Section 5. Imposition of Discipline.

~~Any bargaining unit member who is suspended or terminated may grieve such action under the just cause provisions of this Agreement utilizing Article 9, or appeal such action under the applicable rules 6A-14.0411 (4) or (6) of the State Board of Education, Division of Community Colleges. All other forms of discipline may only be appealed through the just cause procedures described in Article 9.~~

Any bargaining unit member who is recommended for suspension, return to annual contract or termination may directly arbitrate under the just cause provision of Article 9 following final Board action on the recommendation or the bargaining unit member may contest the recommendation under the applicable rules 6-14.0411(4) or (6) of the State Board of Education, Division of Community Colleges. Timely notice of the exercise of the right to a hearing to contest the recommendation under said State Board of Education rules shall constitute exercise of an election of remedies and shall constitute a waiver by that bargaining unit member of the procedures provided in Article 9 of the collective bargaining agreement. If the bargaining unit

member does not timely exercise the right to a hearing to contest the recommendation under said Board of Education rules, the employee shall have the right to arbitrate under Article 9. All other forms of discipline may only be appealed under the just cause procedures described in Article 9.

ARTICLE 5
DEFINITIONS

Section 1. Definitions.

Reference to any particular position at the College or by the Union is understood to include the ability of Administration or Union to substitute “or designee” as appropriate.

“Chair” or “Department Chair” is understood to represent “Chair/Immediate Supervisor” as appropriate

“Year” or “annual” refers to the College academic year.

“On Campus” may also refer to off campus locations where classes, labs, or clinics are scheduled.

“Courses” may also refer to labs or clinics.

“Faculty,” “faculty member,” or “employee” refers to any member of the recognized bargaining unit.

“MDCC,” “Administration,” “Employer,” “College,” or “District” refers to Miami-Dade Community College or the Employer.

“UFMDCC” or “Union” is understood to refer to any authority or action referred to United Faculty of Miami-Dade Community College, Local 4253, FEA-United, AFT, AFL-CIO, Miami, FL, the Union, or Collective Bargaining Agent.

[“Work Days” or “Working Days” – refers to a work period within Monday through Friday \(ending at 4:30 p.m.\) excluding Saturday, Sunday and official College holidays applicable to bargaining unit members.](#)

ARTICLE 6
ENTIRE AGREEMENT

Section 1. General.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Therefore, each party to this Agreement voluntarily and unqualifiedly waives the right for the term of this Agreement to bargain collectively with respect to any matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement.

ARTICLE 7
FACULTY ADVANCEMENT

Section 1. Introduction.

Faculty advancement is designed to emphasize the importance of and to support the professional development of faculty members, ensure teaching excellence, enhance the learning process and align the College's reward system with professional performance. Faculty advancement components shall include the annual performance review, award of continuing contract, promotion, and the Faculty Endowed Chair. The College will distribute an annual time table for all aspects of faculty advancement.

The College shall conduct bargaining unit yearly evaluations of immediate supervisors and those occupying the next two higher supervisory levels, utilizing a mutually agreed upon instrument. Results shall be shared with the UFMDCC, the faculty and the student body.

Section 2. Performance Review.

Each annual performance review shall contain:

- A. Student evaluation of faculty,
- B. The self assessment, ~~including evidence of student success and student retention,~~
- C. Classroom visitation observations [announced ~~and unannounced~~],
- D. Meeting work expectation standards, as indicated in Article 21; as observed by or provided to the Chair,
- E. Contributions to department, division, campus, College, community,
- F. Completion of the previous year's goals,
- G. Development of goals for the next academic year.

Section 3. Scope of the Performance Review.

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- A. Basis. The performance review examines information from a variety of sources as the basis for the continued professional development of the faculty member. All references to academic credits and degrees are semester hour credits and must be from a regionally accredited institution.
- B. Professional Standards. A faculty member is required to meet professional standards as described in this Agreement. The performance review narrative shall address the performance of the faculty member inside and outside of the classroom and state goals for the next academic year. In addition, the commentary will address the incorporation of strategies that motivate students to learn and create a climate conducive to learning and evidence of student learning, including student success and retention.
- C. Components. The components of the performance review are:
1. Student Evaluation of Faculty. Students in ~~all classes for classroom~~ a minimum of one class (or equivalent for non-classroom faculty) per term selected by the faculty and non-classroom faculty in the bargaining unit shall complete a student feedback instrument that is mutually developed and approved by the College and UFMDCC. The initial instrument is attached hereto as "Appendix C", which is incorporated by reference into this Agreement. This instrument shall be reviewed and, if necessary, mutually modified every two (2) years. An appropriate process and schedule to collect student feedback for ~~non-classroom~~ all faculty shall be developed and approved coordinated by the College. The results for all student evaluations shall be provided simultaneously to the faculty member and the Chair, and also be made available for student review. Evaluation summaries made available for student review will contain statistical data only. Evaluative judgments derived from these data shall only be used if derived from proper inferential statistical analyses which reveals statistical significance and validity.
 2. Self Assessment. All faculty will complete a self assessment that includes ~~an analysis review of student feedback professional performance; evidence of~~

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- ~~student learning~~; commentary on the completion of, or progress toward ~~attainment of the previous year's goals~~; ~~completion of graduate courses and professional development activities~~ ~~review of activities consistent with work expectations~~; contributions to the department, ~~division~~, campus, College, and community.
3. Faculty Visitation ~~[announced and unannounced]~~. A minimum of one ~~un~~announced classroom visitation each year will be conducted by the Chair for each full-time faculty member in the department. Non-classroom faculty will have one ~~un~~announced visitation observing the performance of their primary work responsibilities scheduled in the same manner. The parties shall jointly agree on the observation instrument. Additional announced and unannounced visitations will be at the discretion of the Chair. The Chair shall conduct, at the faculty member's request, a pre and post observation conference utilizing the protocols in "Appendix D" incorporated herein.
 4. Meeting Work Expectation Standards as Observed by or Provided to the Chair. This process includes, but is not limited to, a review of course syllabi, efforts made toward the development of new programs and curriculum, use of technology in the classroom or labs, availability for students, provision of advisement services, assistance with recruitment and retention efforts, mentoring new faculty, personal observations in the workplace, input from students, disciplinary action, etc.
 5. Contributions to Department, Division, Campus, College, Community. This section provides an opportunity for faculty to further promote the goals of the College by actively serving on committees, participating in grant writing efforts, advising student organizations, serving in professional organizations, etc. Activities in the community to be used as part of the performance review shall be approved in advance by the supervisor and relate to College goals.

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6. Completion of the Previous Year's Goals. The faculty self assessment will review completion of the previous year's goals ~~and provide documentation for the attainment of each goal.~~ The Chair shall make the final determination as to whether the goals were successfully completed.
 7. Development of Goals for the Following Academic Year. Goals for the following academic year will be mutually discussed and agreed to by the Chair and the faculty member.
 8. Final Rating. The final rating of each faculty member shall be determined by the Chair. The final rating shall be ~~Excellent, Satisfactory with Commendation, Commendable, Satisfactory, Satisfactory with Reservation, or Unsatisfactory Needs Improvement.~~ ~~The professional judgment of Only an evaluation with an unsatisfactory rating by~~ the evaluator is ~~not~~ subject to the grievance procedure.
 9. Rating Instrument: The rating instrument rubric and protocols shall be agreed to by the parties and based upon the College's statement of Faculty Excellence as of January 1, 1999. The instrument rubric and protocols are attached hereto as "Appendix D" and incorporated by reference into this Agreement.
- D. Appeal of Performance Review. Any alleged false, misleading, or omitted information for the performance review will be examined by the appropriate Dean upon written request of the faculty member. If such information is determined by the Dean to be false or misleading, the performance review will be modified as appropriate. If omitted information is determined by the Dean to be relevant to the performance review, such information will be added. The Dean has the authority to change all ratings (including the final rating) under ~~such any~~ circumstances. In the case of an unsatisfactory rating, the Dean and the individual faculty member can agree on a one (1) semester "plan of action" to assist the faculty member in raising the rating. A re-evaluation will be conducted at the conclusion of the subject semester if this procedure is mutually acceptable. ~~The decision of the Dean is final.~~ No Any dispute over an interpretation of "false,"

“misleading,” or “omitted information” will be subject to the grievance procedure only if the faculty member received a less than satisfactory overall rating.

- E. Faculty Addendum. If a faculty member disagrees with the content of the performance review, or comments added by other managers in the administrative line, the faculty member may, within five (5) working days, attach an addendum and note same on the performance review cover sheet.

Section 4. Continuing Contract.

Faculty become eligible for continuing contract upon completion of three (3) years of full-time faculty status, with a final rating of “Satisfactory” or above (as determined by the performance review), and at such time must apply for continuing contract by submitting a memorandum of intent to their Chair or immediate supervisor.

- A. The award of continuing contract will be a decision in accordance with State Board Rules.
- B. To assist new faculty, the process of awarding continuing contract shall provide for a developmental period, during which time the immediate supervisor, and other personnel as appropriate, will assist the faculty member and emphasize professional growth and the development of effective teaching strategies. Continuing contract will be based upon:
1. The faculty member successfully completing by December of the third year a Miami-Dade Community College specified course as approved by the College. As evidence of same, the faculty member shall submit an official transcript to Human Resources with a copy to the Chair. This course will emphasize teaching and learning competencies and will be offered through, and paid for by the College.
 2. A review of the individual's professional performance as documented in the performance review with no final ratings of less than Satisfactory. ~~“Unsatisfactory” or “Satisfactory with Reservation.”~~ “Satisfactory” performance

under ~~the former any prior~~ system ~~prior to this Agreement~~ will qualify ~~within the first three (3) years of this new system.~~

3. Budget and staffing needs of the College.
- C. Application for Continuing Contract. To apply for continuing contract, a faculty member must submit a letter of application to the Department Chair by the established deadline. Faculty members shall be responsible for ensuring that all required transcripts are in their official personnel file within the Office of Human Resources. The faculty member will attach to the letter of application copies of official transcripts, performance reviews, self assessments, and student feedback and forward same to the Department Chair by the established deadlines. The Department Chair will make a recommendation regarding continuing contract and forward the package to the Associate Dean/Director, who then will attach a recommendation regarding continuing contract, and forward the package to the Campus Continuing Contract Committee with both recommendations. For faculty in College-wide schools, the Chair will forward the package to the School Director, who then will attach a recommendation regarding continuing contract, and forward the package to the Campus Continuing Contract Committee on the campus where the school is assigned.
 - D. Campus Continuing Contract Committee. A Campus Continuing Contract Committee composed of faculty will be jointly appointed by the College and UFMDCC. The Continuing Contract Committee will review each application for continuing contract, the recommendations of the Chair and Associate Dean/Director, and make a recommendation if the applicant should be recommended for continuing contract. Eligible faculty in College-wide schools will be considered for appointment to the Campus Continuing Contract Committee on the campus where the school is assigned.
 - E. Appeal of Continuing Contract Committee Procedural Error(s). The recommendations of the Chair, Associate Dean/Director, and/or the Campus Continuing Contract Committee may be appealed in writing by the faculty member to the appropriate Dean only for

procedural error(s). The Dean will review all documentation submitted to the Committee. The decision of the Dean regarding procedural error(s) is final.

- F. Recommendation for Continuing Contract. The Campus Continuing Contract Committee will forward its recommendations to the appropriate Dean. The Campus President in consultation with the appropriate Dean will review the recommendations and submit a list of all continuing contract candidates for the campus, accompanied by their recommendation on each candidate, to the College Provost and College President. To be considered for promotion, candidates for continuing contract must be first recommended for continuing contract by their Campus President.
- G. Recommendation to District Board of Trustees. The College President in consultation with the College Provost and Campus Presidents will prepare a final list of recommendations for continuing contract and forward same to the District Board of Trustees for final approval. Decisions made in the continuing contract process are not subject to the grievance procedure.
- H. Notification. The faculty member who is a candidate for continuing contract will be notified in writing no later than March 31 of the third year or subsequent year of the annual contract period whether or not the College President will recommend award of a continuing contract.

Section 5. Promotion Process.

- A. Faculty Qualifications for Promotion. Faculty members who apply for a promotion in rank following ratification of this Agreement must have been in their current rank for a minimum of three (3) years and have completed the following graduate credits* in courses and degrees within their academic or related discipline, or another area approved by the College.

1. Professor Earned Doctorate, or College approved _____
program**Masters + 51 Credits

Associate Professor, Senior	Masters + 45 <u>36</u> credits
Associate Professor	Masters + 30 <u>21</u> credits
Assistant Professor	Masters + 15 <u>9</u> credits

(Any Master Degree credits in excess of 30 credits shall be credited to the required credit hours for promotion.) Faculty with an earned doctorate (Ph.D., J.D., Ed.D. etc.) are eligible for promotion at all ranks.

~~*Exceptions to graduate credits may include non-graduate credits, continuing education units, or other professional training appropriate to the advancement of the discipline/department and approved in advance by the Academic Dean, with the understanding that exceptions to graduate credits for promotion and/or Endowed Chair will be subject to a more stringent evaluation than for the maintenance of academic rank.~~

~~**Exceptions to the doctorate must be approved in advance by the Academic Dean.~~

2. ~~At least three (3) graduate credits must have been successfully completed within the three (3) years preceding a promotion application, including those applying for the rank of Professor. Faculty must complete the required credits or exceptions by the end of the academic year in which he/she submitted the application for promotion.~~

3. Distinguished Faculty Promotion Exception. The College may promote a faculty member at any rank who does not meet the credit requirements through a distinguished Faculty exception. Faculty applying for this exception shall submit a detailed portfolio exhibiting evidence that his/her performance is at an exceptional level worthy of special consideration. The portfolio shall be prepared in accordance with the College's Statement of Faculty Excellence as of January 1, 1999. The number of exceptions shall be limited to no more than fifteen percent (15%), rounded up to the nearest whole absolute number, of all faculty applying

[for promotion \(exclusive of these applicants\). All other promotional requirements and procedures must be met and followed by these applicants. However, campus Promotion Committee shall rank order these applicants.](#)

B. Application for Promotion. To apply for a promotion in rank, a faculty member must submit a letter of application to the Department Chair by the established deadline. Faculty members shall be responsible for ensuring that all required transcripts are in their official personnel file within the Office of Human Resources. The faculty member will attach to the letter of application copies of official transcripts, performance reviews, self assessments, and student feedback since the last promotion in rank and forward to the Department Chair by the established deadlines. The Department Chair will make a recommendation regarding the promotion and forward the package to the Associate Dean/Director, who then will attach a recommendation regarding promotion, and forward the package to the Campus Promotions Committee with both recommendations. For faculty in College-wide schools, the Chair will forward the package to the School Director, who then will attach a recommendation regarding promotion, and forward the package to the Campus Promotions Committee on the campus where the school is assigned.

C. Campus Promotions Committee. A Campus Promotions Committee will be established and composed of 50 percent faculty elected and 50 percent faculty appointed by the College. The Promotions Committee will review each application for promotion, the recommendations of the Chair and Associate Dean/Director, and make a recommendation as to whether or not the applicant should be recommended for promotion. To be considered for promotion, candidates for continuing contract must be first recommended for continuing contract by their Campus President. Eligible faculty in College-wide schools will be considered for election and/or appointment to the Campus Promotions Committee on the campus where the school is assigned. [The operating guidelines for this](#)

[committee are attached hereto as “Appendix E”, which is incorporated herein by reference.](#)

- D. Appeal of Promotion Committee Recommendations. The recommendations of the Campus Promotions Committee may be appealed in writing by the faculty member to the appropriate Dean. The Dean will review all documentation submitted to the Committee. The decision of the Dean regarding the appeal is final.
- E. Recommendation for Promotion. The Campus Promotions Committee will forward its recommendations to the appropriate Dean. The Campus President in consultation with the appropriate Dean will review the recommendations and submit a list of all candidates for promotion for the campus, accompanied by their recommendation on each candidate, to the College Provost and College President.
- F. Recommendation to District Board of Trustees. The College President in consultation with the College Provost and Campus Presidents will prepare a final list of recommendations for promotion in rank and forward same to the District Board of Trustees for final approval. Decisions made in the promotions process are not subject to the grievance procedure. Candidates for continuing contract not recommended to the District Board of Trustees by the College President will be eligible for promotion only upon the discretion of the College President.

Section 6. Faculty Endowed Chair Program.

The Endowed Chair Program encourages, recognizes, and rewards faculty excellence. The documentation of applicants for the Faculty Endowed Chair will contain the faculty member’s contributions to student success, the discipline, department, division, campus and College and the achievement of the faculty member’s goals. The documentation will be submitted when the faculty member applies for a Faculty Endowed Chair. Only full-time faculty on continuing contract shall be eligible to compete for Endowed Chairs. Each Endowed Chair holder will

receive an annual award of \$7,500 for each of three (3) years. The College will determine the number of Endowed Chairs to be awarded each year. Only fully funded Chairs will be awarded.

A. Faculty Application. To apply for an Endowed Chair, the faculty member must submit a memorandum of intent to the Chair by the established deadline date. The faculty member shall be responsible for ensuring that all required transcripts are in the official personnel file within the Office of Human Resources.

B. Qualifications for an Endowed Chair. In order to qualify for an Endowed Chair, the faculty member must:

1. Time Requirement. Complete six (6) years of full-time faculty status at MDCC, the last three years consecutive.

2. Advanced Education. Have successfully completed at least six (6) graduate* credits from an accredited institution within the three years preceding an Endowed Chair application or a previous Endowed Chair Award. [Applicants must complete the required credits by the end of the academic year in which he/she submitted the application for the endowed chair.](#)

*Exceptions to graduate credits may include non-graduate credits, continuing education units, or other professional training appropriate to the advancement of the discipline/department and approved in advance by the Academic Dean with the understanding that exceptions to graduate credits for promotion and/or Endowed Chair will be subject to a more stringent evaluation than for the maintenance of academic rank.

3. Portfolio. Submit an Endowed Chair portfolio to the Chair which shall include no more than fifteen (15) pages presenting evidence of excellent performance based upon the Statement of Faculty Excellence. The narrative will include evidence of student retention and success, effective teaching strategies, and professional growth. The Endowed Chair applicant will attach to the letter of application copies of official transcripts, performance reviews, self assessments, and student

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- feedback for the prior six (6) years. The portfolio will be sent to the Department Chair for review.
4. Eligibility. Faculty who have previously been awarded an Endowed Chair are ineligible to be considered for one year following the end of the previous three (3) year award.
- C. Chair Review. The Department Chair will review each portfolio and determine if the faculty member has met all criteria for an Endowed Chair.
1. Appeal of Department Chair Finding. The findings of the Department Chair may be appealed in writing by the faculty member to the appropriate Dean based on factual documentation only. The Dean may only review documentation submitted to the Chair. The decision of the Dean is final.
 2. Recommendation to Forward to the College Endowed Chair Committee. The portfolios of those faculty determined to meet the requirements by the Department Chair, and those who successfully appealed the findings, will be reviewed by the Chair, Associate Dean, and/or School Director. They will forward a prioritized list of recommendations to the appropriate Dean.
 3. Campus Recommendation. The Campus President, in consultation with the appropriate Dean will review the recommendations and submit a list of all Endowed Chair candidates in priority order to the College-wide Endowed Chair Committee.
- D. The College-Wide Endowed Chair Committee. The College-wide Endowed Chair Committee will be appointed by the Administration and will be composed of:
- Campuses with more than fifty (50) faculty – one academic administrator who supervises faculty and two senior faculty (Associate Professor, Senior or Professor)
- Campuses with less than fifty (50) faculty – one academic administrator who supervises faculty and one senior faculty (Associate Professor, Senior or Professor) Faculty in

College-wide schools will be counted at the campus to which the school is assigned. One faculty alternate and one administrative Committee member will be appointed.

The College-Wide Endowed Chair Committee will elect a Chair.

1. Each Committee member, including the Chair, taking the campus management ratings into consideration, will individually and independently rate each applicant using a point scale of 1 to 8 with 8 indicating the highest degree of excellence. Documentation from the three years immediately preceding the application will be given priority.
2. The highest and lowest scores for each applicant will be dropped and the remaining scores will be examined. Providing that the scores are contiguous, they will be totaled. If they are not contiguous, the Committee will discuss the reasons for the original ratings and each Committee member will re-rate the applicant. The process will be repeated until the scores, once the high and low have been removed, are contiguous.
3. A list will be prepared ranking the applicants from the highest to the lowest total score. If applicants receive the same total score, the Committee will repeat the rating process described above to break the tie and reposition the applicants relative to one another within the list at the level of their original ranking.
4. Restricted Chairs will be recommended for award first to the highest ranking faculty meeting the restrictions.
5. All remaining Chairs will be recommended for award to the highest ranking remaining faculty.
6. A full Committee must be present at decision-making meetings and all members present must participate in the rating process for each applicant. If primary members are unable to attend, alternates will take their place. In this situation, an alternate will assume principal member status.

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7. The Chair of the Endowed Chair Committee will submit the Committee's decisions to the College Provost.
- E. Final Decision. The College-wide Endowed Chair Committee will make the final decisions on the award of the Endowed Chairs. Decisions made in the Endowed Chair process are not subject to the grievance procedure.

Section 7. Faculty who seek continuing contract, endowed chair and/or promotion shall not be adversely impacted for missing student feedback for any academic years prior to and including the 2000/2001 year. Faculty who are denied continuing contract and/or promotion for reasons stemming from their failure to include required documents in their application packets will not be negatively impacted for the absence of the same materials when they present application packets for continuing contract and/or promotion in subsequent years. Faculty shall not be adversely affected by missing student feedback caused by situations beyond their control.

ARTICLE 8
GENERAL PROVISIONS

Section 1. Non-discrimination.

The College and UFMDCC agree that the parties must be exemplary in expression and practice of the democratic ideal. The College and UFMDCC shall not discriminate against any bargaining unit employee, applicant for bargaining unit employment or membership in UFMDCC on the basis of race, creed, religion, color, age, national origin, ethnicity, gender, sexual orientation, disability, marital status or membership in or association with the lawful activities of any organization. The College and UFMDCC agree to comply with all federal, state and local laws prohibiting discrimination. Complaints of discrimination should be directed to the office of Equal Access/Equal Opportunity Programs. Complaints of discrimination can be addressed by filing a grievance or through the procedures provided under State and/or Federal law in accordance with Article 9, Section 10.

Section 2. Labor/Management Cooperation.

The President and campus Vice Presidents of UFMDCC will meet with the College Executive Committee at least once each major semester. Agendas will be exchanged at least seven (7) days prior to the meeting.

Section 3. Conflict Between CBA and Policies.

No current, new or amended MDCC Board rule, policy, or resolution shall apply to bargaining unit employees if it conflicts with an express term of this Agreement. Further, this Agreement supercedes any individual employment contract.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. Purpose.

The parties agree that a prompt and efficient procedure for the investigation and resolution of grievances, in accordance with Chapter 447 of the Florida Statutes, can best promote a harmonious and cooperative relationship between the parties. The orderly process set forth in this Article shall be the sole method for the resolution of grievances.

Section 2. Definition.

A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.

Section 3. Individual/UFMDCC Grievances.

UFMDCC shall have the right to file and pursue grievances on behalf of individual faculty members in accordance with this Article. UFMDCC shall have the right to file and pursue grievances on behalf of itself in accordance with this Article. UFMDCC and faculty member grievances shall be filed on forms mutually agreed to by the parties. UFMDCC and employee grievances shall be filed separately in separate grievance documents.

Section 4. Grievance Processing by an Individual or UFMDCC.

Grievance investigation or processing by an individual grievant or UFMDCC shall be carried out in the off-duty time of all personnel involved. Investigations or processing of grievances on duty time shall occur only with the prior permission of MDCC and under such conditions as MDCC shall prescribe. Bargaining unit members called to serve as witnesses for UFMDCC or an individual grievant will not receive release time, but will be granted appropriate leave.

Section 5. Representation.

UFMDCC shall have the right to represent any employee, upon the employee's request, at any step of this grievance procedure; provided, however, that individual employees may, upon notice to UFMDCC, initiate and represent themselves in processing their own individual grievances. UFMDCC reserves the right not to represent non-members. No resolution of an individually processed grievance shall be inconsistent with this Agreement and for this purpose UFMDCC shall receive prior notice on the resolution of any grievance so processed.

Section 6. Non-Applicability of Grievance Procedure.

This grievance procedure cannot be used by UFMDCC or any employee to dispute a decision by the College not to renew the contract of an employee on annual contract, or to dispute a decision by the College not to award continuing contract, promotion, or an Endowed Chair to a unit employee.

Section 7. Time Limits and Contents of Grievance.

The time limits set forth in this article are of the essence and must be strictly complied with, but may be extended by mutual written agreement of the parties. A grievant's, or UFMDCC's failure to process a grievance within the time limits set forth in this Article shall mean that the grievance shall be treated as withdrawn. Upon the failure of the College to provide a response within the time limits provided in this Article, the grievant or UFMDCC may appeal to the next grievance step. In order to be eligible for processing, a grievance must be timely filed and contain the following:

- A. The name of the grievant, whether it is an individual employee or UFMDCC.
- B. The identification of the event, or omission, that gave rise to the grievance and the time it occurred and shall contain a short, plain statement of the facts surrounding the grievance.
- C. The citation of the particular sections and subsections of this Agreement (not articles alone) that the grievant relies on.

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- D. A statement of the precise relief sought.

Section 8. Grievance Process.

Grievances, properly and timely filed, shall be processed in accordance with the following procedure. All references to work or working days in this section shall exclude Saturday, Sunday and official College holidays applicable to bargaining unit members. A “day” shall conclude at 4:30 p.m.

- A. Step I. Within twenty (20) working days of the occurrence of the event or omission giving rise to the grievance, or when the faculty member first knew or reasonably should have known of such act or omission if that date is later, an eligible grievant shall file the grievance document simultaneously with the Vice Provost for Employee Development and Quality Enhancement and the Department Chair or immediate supervisor. Within ten (10) working days of the receipt of the grievance, the Department Chair or immediate supervisor shall meet with the grievant in an effort to resolve the problem. The Department Chairman or immediate supervisor will be allowed ten (10) working days following the meeting to respond to the grievance in writing. This written answer may consist of a notation on the grievance document.
- B. Step II. If no written response is received by the grievant at Step I, or if the response is not acceptable to the grievant, the grievant may appeal the grievance to Step II. The appeal must be filed within ten (10) working days of the receipt of the answer from the immediate administrative supervisor or if no written answer is received, within ten (10) working days after the expiration of the ten (10) working day period specified in Step I. Such appeal shall be in writing and shall include a copy of the grievance filed at Step I and the Step I response, if any. The Step II filing shall be simultaneously with the grievant’s Associate Dean or Director and the Vice Provost for Employee Development and Quality Enhancement. Once the grievance document has been properly filed at Step II, there shall be fifteen (15) working days in which to provide a written response to the

grievant. The written response may consist of a notation on the grievance document. A meeting to discuss the grievance at Step II may be conducted at the discretion of the Associate Dean or Director.

- C. Step III. If no written response is received at Step II or if the disposition of the grievance is unacceptable to the grievant, the grievant may appeal the grievance document simultaneously with the Dean (or an individual designated to hear grievances at Step III) and the Vice Provost for Employee Development and Quality Enhancement. The document must be appealed within ten (10) working days after the receipt of the answer at Step II, or if no answer is received, within ten (10) working days after the expiration of the fifteen (15) working day period applicable to Step II. Once the grievance document has been properly filed at Step III, there shall be fifteen (15) working days in which to provide a written response to the grievant. The written response may consist of a notation on the grievance document. A meeting to discuss the grievance at Step III will be conducted by the Dean.

Section 9. Arbitration.

Only those grievances that have been processed through the grievance procedure in strict compliance with all of its requirements may be taken to arbitration. If the grievant is not satisfied with the disposition of the grievance at Step III, or if no answer is received within the fifteen (15) working day period applicable to Step III, the grievance may be submitted to arbitration. The arbitration procedure shall be initiated by filing a written request for arbitration with the Vice Provost for Employee Development and Quality Enhancement within twenty (20) working days after receipt of written disposition at Step III, or if no answer is received, within twenty (20) working days after the expiration of the Step III fifteen (15) working day period. A copy of the grievance document must be attached to the request. All references to working days in this Article shall exclude the official College holidays applicable to bargaining unit members.

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- A. After a written request for arbitration is properly and timely filed, the grievant (or any representative the grievant may choose) and Management will meet at a mutually convenient time or confer by telephone in an effort to agree to an arbitrator. It is the obligation of the grievant to initiate this conference.
 - B. If an arbitrator cannot be agreed upon, the Federal Mediation and Conciliation Service will be asked to supply a list of seven names from which the parties will alternately strike names until only one remains. The one remaining shall be the arbitrator. The party striking first will be determined by a flip of the coin.
 - C. Each party shall have the right to reject one list of arbitrators in its entirety.
 - D. No arbitrator shall have simultaneously more than one grievance involving this Agreement without the parties' consent.
 - E. The arbitration will then proceed in accordance with the reasonable orders and requests of the arbitrator, but subject to the following conditions:
 - 1. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.
 - 2. In any arbitration involving a question of monetary liability, the parties shall have a right to a reasonable time for briefing the case and a decision shall be due within thirty (30) working days after the date set for filing briefs.
 - 3. Neither party will present evidence regarding offers to settle or compromise a grievance.
 - 4. All costs of any arbitration, including the arbitrator's fees and expenses, cost of reports and transcripts (which shall be made available at the request of either party), and cost of meeting rooms shall be borne equally by the College and grievant or UFMDCC, unless otherwise agreed by the parties.
 - 5. The arbitrator's decision shall be final and binding, but only to the extent required by applicable law.

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6. The arbitrator shall be empowered to make reasonable orders so that the matter can be expeditiously resolved, but shall accommodate the parties within reason as to hearing dates and continuances where need is shown.
 7. In cases of suspension or termination, either party may insist that the matter go directly to arbitration.

Section 10. Election of Remedies.

The commencement of a legal proceeding against MDCC or any managerial employee of MDCC or any member of the Board of Trustees in a court of law or equity, or before the Florida Public Employees Relations Commission, or any other administrative agency, by UFMDCC or any bargaining unit member, alleging a violation or violations of this Agreement, shall be deemed a waiver by said unit member(s) or UFMDCC of the ability to resort to the grievance or arbitration procedure contained herein for the resolution of the alleged violations of this Agreement. A grievant electing to have a discrimination complaint resolved through the grievance/arbitration provisions will execute a formal waiver reflecting that selection.

Section 11. Applicability of Grievance Procedure.

Unless specifically and clearly excluded from grievability, this grievance procedure is applicable to any and all provisions of this Agreement.

ARTICLE 10
INSURANCE AND FRINGE BENEFITS

Section 1. Insurance Benefits.

The College agrees to provide health, dental, life, disability, and legal insurance plans equivalent to plans provided to all other full-time employees of the College as may be amended from time to time. The College shall confer with the Union prior to implementing changes in the insurance plans. All changes in such coverages will be reviewed by the Insurance Benefits Committee, which will make recommendations to the College President with all associated costs included.

- A. Insurance Benefits Committee. To promote collective satisfaction in the areas of insurance benefits, a committee will be established to review the College's insurance plans. This committee will include twelve (12) members representing all employee groups at the College. The composition of this committee shall be four (4) faculty representatives appointed by UFMDCC. The College will appoint the other eight members. An alternate shall be appointed for each constituent group.
- B. Insurance Benefits Committee Proposals. The Committee will post minutes of their meetings and proposals on the College web site and present proposals to the College President and UFMDCC President with all associated costs included. The College President will determine the final recommendations made to the District Board of Trustees.

Section 2. Other Fringe Benefits.

- A. Reimbursement Accounts. The College shall provide to members of the bargaining unit the same reimbursement accounts as provided to other full-time employees of the College. Those currently in effect are:
1. A dependent day care expense reimbursement account;
 2. A health care expense reimbursement account.

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- B. Employee Support Program. The College will maintain the same confidential employee support program to members of the bargaining unit as provided to other full-time employees of the College.
1. Services to affected faculty may utilize a variety of approaches including, but not limited to referrals, medical treatment as authorized by the faculty member's health insurance program, and leaves.
 2. When leave is requested by a faculty member to address an Employee Support Program problem, the faculty member shall first use accrued sick leave, the Sick Leave Pool (if a member), and thereafter leave without pay will commence after those benefits are exhausted. Subject to approval by the College's approved vendor for medical review, a maximum of twelve weeks of medical and dental coverage shall be paid, according to the provisions of the Family Medical Leave Act.
- C. Credit Union. Faculty members may elect to become members of the Dade County School Employees Federal Credit Union.
- D. Tax-Sheltered Annuities. A tax-sheltered annuity program through a payroll deduction, shall be made available to eligible employees.
- E. Educational Assistance. Eligibility for Educational Assistance will commence at the start of the next major term (Fall or Spring) following ninety (90) days of continuous full-time employment.
1. Dependents. Dependents of active, retired, or deceased full-time faculty members as defined by the Internal Revenue Service may attend MDCC for credit courses at no cost for matriculation fees as long as they file all appropriate required paperwork and remain in good academic standing according to current procedures.

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2. Faculty. Faculty Members may enroll in credit courses at the College at no cost for matriculation, up to 6 credits for each term (Fall, Spring, Summer A & B). Such courses shall be taken outside of the faculty member's normal work hours.
 3. Tuition Reimbursement. Faculty members shall be reimbursed for tuition and fees for credits completed at other regionally accredited higher education institutions ~~up to six (6) credits per term (Fall, Spring, Summer A & B), except for persons on leave.~~ These courses must be ~~approved in advance by the Academic Dean and~~ related to the faculty member's ~~teaching~~ assignment, education, computer/technology, a doctorate program or ~~other~~ high-demand areas needed by the College. The faculty member will be reimbursed ~~at the rate established by the College, except for those courses required to maintain rank which shall be reimbursed~~ at the State University System graduate (or undergraduate where applicable) rate. ~~In accordance with this reimbursement system, faculty on Leave Without Pay (LWOP) and Professional Development Leave (PDL) will not be limited to six credits as long as the courses are approved in advance by the Chair.~~
- F. Professional Travel. If a faculty member is approved to attend a professional conference, the faculty member will be reimbursed up to the extent allowable by law for expenses incurred, subject to the availability of funds and College policies and procedures. Faculty who are willing to pay for their own travel to professional conferences, shall be granted up to five (5) temporary duty days per year to carry out such professional travel.
- G. Retirement Programs.
1. Florida Retirement System. The College shall cover and enroll all bargaining unit faculty in the Florida Retirement System (FRS) and the Teachers' Retirement System (TRS). The College shall fully fund such participation in accordance with all terms and conditions of FRS and TRS and all other applicable laws, regulations and statutes.

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2. Regular Retirement Notice. The date of retirement for instructional faculty members must coincide with the last day of an academic term, unless the individual's retirement is preceded by an approved leave. Notice of retirement on the last day of the Fall Term must be given by October 1st preceding the retirement date. Notice for other terms must be given by March 1st, preceding the retirement date.

The date of retirement for non-instructional faculty shall be the end of the term unless otherwise agreed to by the College. Notice of intent to retire must be given at least ninety (90) days in advance.

3. Faculty Phased Retirement Program.
- a) Each year ~~the College President will review the full time faculty staffing needs at the institution and determine if~~ the Phased Retirement Program will be implemented ~~for that year. A recommendation will be presented to the District Board of Trustees before the Phased Retirement enrollment deadline each year. The Board's decision is final. This decision shall not affect any employees currently enrolled in the Phased Retirement Program.~~
 - b) Faculty members wishing to participate in the Phased Retirement Program must provide written notice to the College prior to February 15 for retirement in that calendar year.
 - c) If continued, the Phased Retirement Program will be available to retiring ~~teaching~~ faculty members on continuing contract with at least ten years of service at MDCC, who elect to participate. Retired faculty members who participate in the Faculty Phased Retirement Program will be advanced four (4) sick leave days per year. There is no provision for sick leave payout when the faculty member terminates the Phased Retirement Program.

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- d) Except as changed in this Agreement, the Phased Retirement Program will be implemented as per College Policy and Procedure.
4. Deferred Retirement Option Program (DROP). The Florida Retirement System's Deferred Retirement Option Program (DROP) will be available to eligible faculty members. The specific provisions of the Florida Retirement System's Deferred Retirement Option Program (DROP) shall be available through Human Resources.
5. Retirement Sick Leave Payment Program. Faculty members with ~~40~~ 6 years of full-time service at MDCC who retire from the College will be eligible for sick leave payment at the time they retire from the College. Faculty members eligible will be paid for sick leave accrued according to College Policy and Procedure in effect at ratification of this Agreement.
6. Preferential Teaching Load Upon Retirement. Retired faculty members not participating in the Phased Retirement Program may be given a preferential opportunity to teach credit classes within their discipline over adjunct faculty and will be paid at the same rate as faculty overload for three years following retirement.
7. Individual Retiree Health Benefit Subsidy (IRHBS). The College will provide assistance with the cost of health benefits for faculty members who have actively served the College for a minimum of ~~ten (10)~~ six (6) years, who retire and who qualify for normal retirement benefits as defined by the Florida Retirement System. The level of the College contribution shall be based on years of MDCC service and shall be limited by the average monthly premium charged by all plan carriers for employee health benefit coverage, minus the Florida Retirement System (FRS) Health Care Subsidy, with the combined total of the College and FRS contributions not to exceed the actual cost of the plan to the employee. For

participation in the Program, the retiree must maintain membership in one of the health benefit plans offered by the College.

8. Professor Emeritus Recognition. The College President may recognize retired and retiring faculty members who have demonstrated excellence in their educational field, served the College, the students, and the community loyally for a minimum of eighteen (18) years, and achieved the rank of Professor.

H. Separation Prior to Retirement.

1. Terminal Sick Leave Payment.

- a) Full-time faculty separating from the College before retirement are not eligible to receive a sick leave payout.
- b) Faculty members terminating their employment with MDCC and accepting employment with another FRS employer/institution may have their sick leave transferred under prevailing policies and procedures of the receiving institution. The payment procedures of the receiving institution shall govern any sick leave payment available to the former faculty member.

Section 3. Domestic Partner Benefits.

The College shall provide a domestic partner benefits program available to all bargaining unit members.

ARTICLE 11

INTELLECTUAL PROPERTY RIGHTS

Section 1. College Authority and Objectives.

~~Section 240.229, Florida Statutes, authorizes each College to establish rules and procedures regarding patents, copyrights, and trademarks. MDCC shall establish rules and procedures consistent with this statute. Through the establishment of such rules and procedures, MDCC desires to assist its faculty in the development of new works, names, materials, ideas and inventions for the mutual benefit of the faculty, MDCC and MDCC's students. Either party may reopen negotiations on this issue anytime after one year following ratification of this Agreement.~~

Section 2. Recording of Presentations.

~~MDCC and the Union agree that students may record classroom lectures or other presentations, using tape recorders or other electronic or mechanical devices provided that the student only uses the recording for educational reasons and not for any financial gain.~~

~~Recording of classroom presentations and/or distance learning broadcast sessions may be used only for the purpose of student review or system failure unless otherwise agreed to by the College and the faculty member.~~

Section 1. Definitions.

~~The following definitions shall apply.~~

- ~~A. A "work" includes any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, sculptural works and instructional materials.~~
- ~~B. An "invention" includes any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety,~~

culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items.

C. “Instructional materials” are those materials used to assist or enhance instruction, including but not limited to print materials, video and audio recordings, distance learning broadcast and materials, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee.

D. “College support” includes the use of College funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the College.

Section 2. Works.

A. Independent Efforts. A work made in the course of independent efforts is the property of the faculty member, who has the right to determine the disposition of such work and the revenue derived from such work. As used in this Section, the term ‘independent efforts’ means that:

1. the ideas came from the faculty member;
2. the work was not made with the use of College appreciable support; and
3. the College is not held responsible for any opinions expressed in the work.

B. College-Supported Efforts.

1. the work was not made in the course of independent efforts, the work is the property of the College and the faculty member; each shall share in the proceeds therefrom.
2. Exceptions. The College shall not assert rights to the following works:

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- a. Books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly study; and
 - b. Works developed without the use of appreciable College support and used solely for the purpose of assisting or enhancing the faculty member's instructional assignment.

C. Disclosure.

1. Upon the creation of a work and prior to any publication, the faculty member shall disclose to the President or representative any work made in the course of College-supported efforts, together with an outline of the project and the conditions under which it was done. Faculty members need not disclose regarding books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly work.
2. The President or representative shall assess the relative equities of the faculty member and the College in the work.
3. Within sixty (60) days after such disclosure, the President or representative will inform the faculty member whether the College seeks an interest in the work, and a written agreement shall thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the faculty member(s) and the allocation of proceeds resulting from such work. Creation, use and revision of such works shall also be the subject of the written agreement between the faculty member(s) and the College, as well as provisions relating to the use or revision of such works by persons other than the creator. The faculty member(s) shall assist the College in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of these works in which the College has an interest. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.

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4. The faculty member(s) and the College shall not commit any act that would tend to defeat the College's or faculty member's interest in the work and shall take any necessary steps to protect such interests.

Section 3. Inventions.

A. Disclosure/College Review.

1. A faculty member shall fully and completely disclose to the President or representative all inventions that the faculty member develops or discovers while a faculty member, together with an outline of the project and the conditions under which it was done. With respect to inventions made during the course of outside employment, the faculty member may delay such disclosure, when necessary, to protect the outside employer's interests, until the decision has been made by the outside employer whether to seek a patent.
2. If the College wishes to assert its interest in the invention, the President or representative shall inform the faculty member within 120 days of the faculty member's disclosure to the President or representative.
3. The President or representative shall conduct an investigation that shall assess the respective equities of the faculty member and the College in the invention, and determine its importance and the extent to which the College should be involved in its protection, development, and promotion.
4. The President or representative shall inform the faculty member of the College's decision regarding the College's interest in the invention within a reasonable time, not to exceed 135 days from the date of the disclosure to the President or representative.
5. The division, between the College and the faculty member, of proceeds generated by the licensing or assignment of an invention shall be negotiated and reflected in a written contract between the College and the faculty member. All such

agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.

6. The faculty member shall not commit any act that would tend to defeat the College's interest in the matter, and the College shall take any necessary steps to protect such interest.

B. Independent Efforts. All inventions made for which no appreciable College support has been used are the property of the faculty member, who has the right to determine the disposition of such work and revenue derived from such work. The faculty member and the President or representative may agree that the patent for such invention be pursued by the College and the proceeds shared.

C. College-Supported Efforts. An invention that is made with appreciable College support, is the property of the College and the faculty member shall share in the proceeds therefrom.

D. Release of Rights.

1. In the event a sponsored research contractor has been offered the option to apply for the patent to an invention or other rights in an invention, the College will use its good offices in an effort to obtain the contractor's decision regarding the exercise of such rights within 120 days.

2. At any stage of making the patent applications, or in the commercial application of an invention, if it has not otherwise assigned to a third party the right to pursue its interests, the President or representative may elect to withdraw from further involvement in the protection or commercial application of the invention. At the request of the faculty member in such case, the College shall transfer the invention rights to the faculty member, in which case the invention shall be the faculty member's property and none of the costs incurred by the College or on its behalf shall be assessed against the faculty member.

3. All assignments or releases of inventions, including patent rights, by the President or representative to the faculty member shall contain the provision that such invention, if patented by the faculty member, shall be available royalty-free for use by MDCC, unless otherwise agreed in writing by the College.

E. Execution of Documents. The College and the faculty member shall sign an agreement individually recognizing the terms of this Article.

Section 4. Recording of Presentations.

For personal educational purposes, students may record classroom lectures or other presentations, using tape recorders or other electronic or mechanical devices, unless the faculty member denies permission for such recording. Permission shall not be denied when the student requires such devices as the result of a disability, but the recording may not be used for any other purpose. No broadcasting of any faculty presentations may be made by the College without prior written faculty approval.

Section 5. Incorporation of Student Work in Faculty Authored Works.

If a faculty work includes student work, including, without limitation, research, text, photographs, drawings, charts, software or includes student names, likenesses or other identifying indicia of a student, the faculty member must obtain the student's written permission to incorporate such student work in a faculty work.

ARTICLE 12

LEAVES

The following leaves are the only ones provided for faculty.

Section 1. Leaves With Pay.

- A. Professional Development Leave. Professional Development Leaves are granted to full-time faculty. The purpose of such leaves is to provide opportunity for full-time faculty members to engage in activities that will result in improved performance. The emphasis is on the acquisition of additional skills, competencies, and knowledge that will contribute to the individual's capability at the College.

Personnel completing a Professional Development Leave shall be required to file with the Human Resources Office, immediately upon return, either an official transcript of all credits earned, or a report of program or activities completed. Such documents shall be in agreement with the purpose of the leave as set forth in the approved employee request for Professional Development Leave.

Eligibility for an initial Professional Development Leave may be established by having served at the institution in a faculty capacity for a minimum of five (5) consecutive years. Eligibility to apply for a subsequent Professional Development Leave shall be established after having served five (5) consecutive years beginning with the date of the completion of the previous leave.

A maximum of ten (10) Professional Development Leaves shall be granted to the faculty per year. The basic component of this leave is for the equivalent of half of an academic year, i.e., one major term (Fall or Spring) and one short term (Summer A or B). In addition, such leaves may be taken in combination with a 24 point Banked-Point Leave. It is also possible for the dates of the leave to be arranged out of sequence with major terms if that is in the best interests of the College and the employee. Professional Development Leave shall be granted at 100% of the annual salary for the equivalent of a

major and a minor term. Faculty on Professional Development Leave may not teach overload or non-credit courses, or receive task points.

Should the President have evidence that the employee is not fulfilling the conditions of the leave agreement, at any time during a particular Professional Development Leave, the Professional Development Leave salary payments may be terminated. An illustration would be a situation where there had been an agreement to enroll in a credit program for a specified number of semester credits and this had not occurred.

Each year faculty interested in a Professional Development Leave shall submit a Professional Development Leave form indicating when they wish to take such leave, for what purpose, and the value to the department and the College. It shall be within the sole discretion of the College President to award the Professional Development Leave. Decisions made in the Professional Development Leave process are not subject to the grievance process.

B. Administrative Leave. Administrative Leave with pay shall be granted to full-time faculty members who are:

1. Summoned as a member of a jury panel, or
2. Subpoenaed in-the-line of duty to represent the College as a witness or defendant.

The faculty member will receive regular pay, per diem, and payment for travel expenses; and shall be required to turn over to the College any payments received from the court.

C. Illness or Injury in the Line of Duty. Faculty members injured in the course and scope of their duties or who have contracted a contagious or infectious disease while on duty, deemed compensable under applicable Workers Compensation Law, will be entitled to leave of no more than twelve (12) work days during any one contract year. Faculty members are required to promptly notify their supervisor regarding such illness or injury. Notification and claim for compensation and payment shall be in accordance with the

laws of the State of Florida and filed by the end of the pay period in which such absence occurred. If the disability or illness extends beyond this time, the employee shall use regular accrued sick leave. If such leave is covered by Worker's Compensation, it shall be prorated and the employee's injury in line of duty leave or sick leave will be charged only the difference between the Worker's Compensation rate and the daily rate. Total compensation paid shall not exceed the faculty member's normal rate of compensation.

- D. Legislative Leave. Faculty members elected to serve in the State Legislature may be placed on Legislative Leave while away for official State legislative business. Such leave shall require approval in advance by the Campus President. The scheduling of Legislative Leave shall take into consideration the least possible disruption of student learning. Leaves granted for this purpose shall include a salary reduction authorization at a rate equal to the daily salary paid State legislators.
- E. Military Leave. Faculty will be granted military leave in accordance with State and Federal laws.
1. TEMPORARY DUTY (TDY): Faculty who are members of a reserve unit in the armed services, or members of the National Guard, shall receive their regular pay for required military training periods up to a maximum of seventeen (17) days during the College's fiscal year. This duty is generally referred to as "Temporary Duty" for the purpose of training. Such leave shall be granted in accordance with applicable State and Federal laws and, except in unusual cases, shall not occur at a time when the employee is expected to be available to support essential student services. The faculty member and supervisor shall make every effort to schedule this type of leave at a time that will not interfere with the normal operation of the College. Faculty members granted leave under this provision are expected to return to their position at the College, without prejudice, immediately upon completion of this tour of duty.
 2. INVOLUNTARY DUTY: Faculty members

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- a) Inducted for duty in the armed services or
 - b) Recalled to active duty from reserve status for a period of thirty (30) days or more shall be granted military leave. The College will pay the employee a maximum of thirty (30) days at full pay per year including any Temporary Duty (TDY) leave. The remainder of such leave will be without pay. Faculty members granted leave under this provision shall, upon completion of the tour of duty, be returned to employment without prejudice, provided they notify the College within thirty (30) calendar days of discharge or release from active duty. The College shall have a reasonable length of time, not to exceed six (6) months, to reassign the employee to paid status.
3. VOLUNTARY DUTY: Faculty members who wish to volunteer for military service for any period of time must apply for personal leave without pay for a period of no more than one (1) year. Such leave may be extended for one (1) additional year. Such leave requests must be written and approved by the District Board of Trustees prior to the commencement of the leave.
- F. Personal Leave. Faculty members shall be entitled to four (4) personal (non-cumulative) leave days per faculty member's contract year. These days shall be charged against accrued sick leave. Faculty members must apply for and receive approval for such leave by mutual agreement with their supervisor at least twenty (24) hours in advance, except when circumstances require or dictate a lesser notice. Faculty members need not state the reason for such leave. Approval shall not be unreasonably withheld. In cases where approval is obtained on a verbal basis, faculty members must provide their supervisor with a written leave form no later than twenty-four (24) hours after their return to work.
- G. Sick Leave. Each full-time faculty member shall earn one (1) day (seven hours) of sick leave with compensation for each calendar month of service or major fraction of a calendar month of service, not to exceed eleven (11) days (seventy-seven hours) for each

fiscal or contract year. Sick leave shall be cumulative from year to year to the extent allowed by law. Faculty on a 196±2 day contract shall earn no more than ten (10) sick leave days (seventy hours) per year. Faculty on a 216±2 day contract shall earn no more than eleven (11) sick leave days (seventy-seven hours) per year.

Faculty who qualify for and have accumulated sick leave may use portions of sick leave in thirty (30) minute increments for the following reasons only:

1. Medical or dental appointments, examinations, treatments, or illness of the employee, employee's father, mother, brother, sister, spouse, significant other, child, minor dependent, or other close relative or member of the employee's household, which can not be scheduled during non-duty hours.
2. Death of the employee's father, mother, brother, sister, spouse, significant other, child, minor dependent, or other close relative or member of the employee's household.

Faculty members who find it necessary to be absent from duty for either classroom or non-classroom hours, shall notify their immediate supervisor prior to the opening of the College with adequate time to secure a substitute; but no later than one (1) hour before the faculty member's scheduled daily start time, except where circumstances require or dictate a lesser notice. Faculty members must provide their supervisor with a written leave form no later than twenty-four (24) hours after their return to work. In case a faculty member is unable to notify their direct supervisor, then notification should be made to the next higher supervisory level. On campus and class hours will not be changed to avoid use of sick days without prior approval of immediate supervisor.

Faculty members with no available sick leave balance will be permitted to use no more than four (4) non-duty days (twenty-eight hours) as a substitute for paid sick leave. Faculty members who use non-duty days (hours) for sick leave purposes are obligated to either:

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- a) Work the number of non-duty days (hours) at a future time, mutually agreed upon by the faculty member and supervisor, during the faculty member's contract year or
 - b) file an amended leave form to charge such non-duty days (hours) against sick leave days accrued later during the faculty member's contract year.

Faculty members are obligated to ensure that their non-duty day and sick leave balances are reconciled on or before the end of the faculty member's contract year. In the case of illness during the final three months of the faculty member's contract year, non-duty days (hours) utilized during the prior contract year must be worked during the following three week August recess.

After five (5) consecutive days of sick leave, a licensed physician's statement may be required prior to authorization and payment for additional consecutive days of sick leave. This statement will include the following:

Date(s) of illness

Authorization to return to work and date

- H. Sick Leave Pool. Full-time faculty members who have completed one full year of employment and have at least ten (10) days (seventy hours) of accrued sick leave at the time of the enrollment period for the Pool are eligible to voluntarily participate in the College's Sick Leave Pool. Participating faculty members shall contribute both initially and at any time replenishment of the Pool is required. Use of the Sick Leave Pool shall be limited to the individual employee's personal illness, accident or injury and shall be subject to the exhaustion of all other earned sick leave. Use of the Sick leave Pool shall, at all times, be contingent upon availability of sick leave days in the Pool. Participating faculty members who resign, retire, or terminate employment, or choose to cancel membership in the Sick Leave Pool shall not be eligible to withdraw any sick leave days that have been contributed to the Pool. Contributions to and use of days in the Sick Leave Pool will be governed by College Policies and Procedures.

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- I. Temporary Duty Leave. The College President may authorize Temporary Duty leave for any full-time faculty member absent from regular duty and work location for performance of other educational services, including professional meetings, study courses, workshops, and other similar functions. These leaves will not be unreasonably denied. Faculty members assigned such leave shall receive regular pay and may be allowed travel expenses as provided by State Statutes, State Board of Education Regulations and related College Policies.

Section 2. Leaves Without Pay.

- A. Family Medical Leave. This leave is limited to no more than 12 weeks of unpaid leave or faculty members who find it necessary to be absent from their normal duties for their own illness, pregnancy, paternity, adoption, childbirth or the illness of a family member. Such leave is subject to approval, as specified under current Federal, State and Local legislation.
- B. Personal Leave Without Pay. Faculty members who find it necessary to be absent from normal duties for their own illness or the illness of a family member, pregnancy, adoption, childbirth and related medical conditions, paternity or for other personal reasons (e.g. formal education and/or training) may be eligible for personal leave without pay for a period of no more than one (1) year. Such leave may be extended for one (1) additional year. Individuals are not permitted to assume full-time or part-time employment with other employers outside the College while on Leave Without Pay without prior written approval by the College. Leave requests must be written and approved prior to the commencement of the leave, except in cases of medical emergency. Leave requests of more than thirty (30) days must have prior Board approval.
- C. Consulting Leave. Faculty members shall receive leave ~~with~~ pay for consulting engagements for up to ~~ten (10)~~ five (5) days per academic year. This is ~~un~~paid leave with no reimbursement for travel expenses. A leave request must be submitted for approval to

the faculty member's immediate supervisor a minimum of five (5) days in advance of the initial day of the leave.

Section 3. Non Duty Day Exchange.

Such exchange of days is granted only to faculty assigned by their immediate supervisors to advisement or other pre-approved work assignments during a defined recess period – the December holiday break, the August interim period, and the break between the Spring and Summer A terms. The number of such exchange days is limited to a maximum of five (5) non-duty days in any contract year. Approval of such exchange is contingent upon the approval of the immediate supervisor. Individuals assigned to advisement responsibilities must be familiar with academic advisement procedures, requirements and standards. Requests from eligible faculty members must be submitted in writing and submitted in advance and specify the requested exchange date(s) ~~during the contract year~~. If enough qualified faculty do not request this exchange of days, the Chair may select with reasonable advance notice qualified faculty in reverse order of seniority to be available for advisement during recess periods as needed, and work with the faculty member to determine alternate exchange days during the year. When it is not possible to exchange such days, faculty will be paid for additional days worked at their daily rate. During the August interim period, faculty may work days to be exchanged during the next contract year.

Section 4. Reporting Faculty Leave (With and Without Pay).

A College-wide, ~~computerized~~ office schedule will be developed and completed each term by each faculty member. This schedule will ~~compute~~ reflect the total hours scheduled each work day ~~(excluding meal breaks) to reflect for~~ a total of 35 hours per week. Faculty absences will be reported by hours according to the total hours to be worked on each day (i.e. a faculty schedule with four (4) hours to be worked on Monday; eight (8) hours to be worked on Tuesday; and six (6) hours to be worked on Wednesday would have absences reported as four, eight, or six,

depending upon the day of the absence.) Absences of less than a total work day would be reported in terms of the exact hours absent as compared to total hours to be worked on that day. Days when classes are not scheduled (such as days at the beginning of each semester, final examination days, graduation, etc.) are full contract days and equal to seven (7) hours, which will be used in reporting absences on such days.

ARTICLE 13
MANAGEMENT RIGHTS

Section 1. Retention of Management Rights.

The Employer retains all powers, rights, authority, duties and prerogatives conferred upon it by the laws of the State of Florida or enjoyed prior to the execution of this Agreement, except as otherwise stated in this Agreement, which rights shall include but are not limited to the following rights:

- A. To establish educational policies and procedures and to ensure the rights and educational opportunities of students;
- B. To manage and administratively control the College and its properties, its facilities and the activities of its employees;
- C. To hire all faculty and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, discipline, dismissal or demotion; and to promote, assign and transfer all such faculty;
- D. To determine the time and hours of operation;
- E. To determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contract(s) with private vendors for services;
- F. To determine staffing patterns;
- G. To determine the number and classification of personnel needed;
- H. To control and regulate the use of machinery, facilities, equipment and other property of the College;
- I. To determine, establish, increase, reduce, or eliminate the number, location and operation of programs, departments, divisions, and all other units of the College;
- J. To build, move, modify, or close facilities, centers, or campuses;
- K. To establish budget procedures and determine budgetary allocations;

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- L. To determine the methods of raising and using revenue;
 - M. To take action on any matter in the event of an emergency;
 - M. To schedule classes and to assign faculty to meet the needs of the students, the community and the College;
 - O. To develop, maintain, and enforce administrative rules, procedures, policies, regulations and practices.

Section 2. Implementation and Exercise of Management Rights.

Upon an appropriate written request of UFMDCC, the Employer agrees to engage in impact bargaining. In order to state a valid request for impact bargaining, UFMDCC shall identify with specificity the perceived impact upon the terms of conditions of employment that has resulted from the exercise of a management right.

ARTICLE 14

RECOGNITION

Section 1. Certification.

The Employer hereby recognizes UFMDCC as the exclusive bargaining agent for MDCC employees occupying positions identified as "included" positions in the Florida Public Employees Relations Commission Certification Order in Case No. RC-97-048 dated March 20, 1998.

Section 2. Unit Clarification.

Any additions or deletions to the bargaining unit shall be by an order of the Florida Public Employees Relations Commission.

[Section 3.](#) The parties agree to jointly petition the Public Employees Relations Commission to include faculty in phased retirement status as part of the bargaining unit.

ARTICLE 15
REDUCTION OF FACULTY

In the event the Board of Trustees determines that the number of bargaining unit employees must be reduced for any reason, such reduction in bargaining unit members shall be based on objective, reasonable, and non-discriminatory standards which shall not be arbitrary nor capricious nor deprive employees of other rights conferred by this Agreement or the laws of Florida and the United States. If a reduction in the number of bargaining unit members is determined to be necessary, the following procedure shall be controlling:

Section 1. Reduction.

A. Part time faculty shall be laid off prior to the layoff of any full time faculty member.

Faculty members affected by a reduction in force will be determined by the academic needs of the program. The determination of which faculty members will be affected will be based on an analysis of the qualifications of the faculty members to teach the remaining courses, the accreditation standards of the appropriate agencies and annual contract status. All of the above being equal, length of service shall be the determining factor.

B. A faculty member affected by layoff will be notified, if practicable, by April 30 for a reduction to become effective in the Fall term; by October 1 for a reduction to become effective in the Spring term; and by February 1 for a reduction to become effective in the Summer A or B terms. In the event this notice is not practicable, the affected faculty member will be given at least sixty (60) calendar days notice prior to the term in which the reduction occurs. The faculty member will receive three (3) months of College employee insurance coverage and five percent (5%) of the faculty member's base salary. Affected faculty members shall have the right to participate in College insurance programs for an additional eighteen (18) months at no cost to the College.

Section 2. Recall.

- A. Faculty members affected by a reduction in force will be placed on a recall employment list for two (2) years following the reduction in force, with the last member laid off being the first to be recalled, based on the member's ability to teach in the discipline and meet accreditation standards.
- B. All benefits to which a faculty member was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.
- C. The College shall notify the recalled employee by certified mail to the last known address of the employee. The burden is on the employee to notify the Human Resources Department of any change in address. In the absence of written notice from the employee, within fifteen (15) days of receipt of the recall, of an intent to return to work at the beginning of the next term, the College shall recall the next name on the recall list. Failure of the member to respond or to return as agreed shall constitute voluntary termination.

ARTICLE 16

SALARY

Section 1. Salary Increase.

Upon ratification of this Agreement by the parties, the base salary of each faculty member shall be increased ~~eight (8) by~~ _____ percent effective ~~January 1, 1999 August 28, 2002. Further, effective upon ratification of this Agreement, the base salary of each faculty member shall be increased an additional three (3) percent.~~

~~Effective with the commencement of the faculty contract for academic year 2000-2001 (August 2000), the base salary of each faculty member shall be increased three (3) percent. If the administration and/or support staff receive a general increase for academic year 2000-2001 during the term of this contract greater than three (3) percent the faculty increase, faculty shall receive an equivalent percentage increase as at the August 2000 increase time. Minimum and maximum salary ranges will be adjusted accordingly for this year for all salary increases for faculty during the term of this Agreement.~~

At least one hundred twenty (120) days prior to August 1, 2004~~3~~, the parties will meet to engage in salary negotiations for the academic year beginning August 2004~~3~~.

~~At least one hundred twenty (120) days prior to August 1, 2004, the parties will meet to engage in salary negotiations for the academic year beginning August 2004.~~

Section 2. Salary Increase Schedule.

Action Occurring	Salary Offer	Beginning
Upon Ratification	8 percent	January 1, 1999
Upon Ratification	3 percent	Date of Board Ratification
August 2000	3 percent	Academic Year 2000-2001
August 2001	Negotiations Begin	120 days before Academic Year 2001-2002

Section 3. Minimum Faculty Salary.

~~The minimum salary for a faculty member at the Instructor rank will be increased to \$31,000.~~

Section 43. Minimums and Maximums.

~~For the 1999-2000 academic year, All~~ faculty salary range minimums and maximums will be increased to accommodate the percentage salary increase provided under this article including re-openers.

**Minimum and Maximum Salary Ranges for Academic Year ~~1999-2000~~
Upon Faculty and Board Ratification
(~~Eight (8) percent and then Three (3) percent~~)**

Rank	Minimum**	Maximum**
Instructor*	\$31,000	\$39,043
Assistant Professor	\$34,032	\$48,718
Associate Professor	\$37,679	\$52,664
Associate Professor, Senior	\$41,325	\$58,858
Professor	\$44,972	\$67,267
Professor with Doctorate (add \$3,000) & Bump (add \$3,500)		\$73,767

~~*Faculty currently below the new minimum salary level for Instructor will be moved to this new minimum.~~

~~**Approximate~~

Section 4. Salary Equity.

During the term of this Agreement, faculty shall be the highest paid faculty (in each rank) in the state community college system, as published in the current Florida Community College Handbook. Across the board salary adjustments shall be made July 1st of each year so that the average MDCC faculty salaries (per rank) are the highest in the state community college system by one dollar.

Section 5. Academic Staffing Requirements.

The college shall arrange staffing so that 70% of all credit and PSAV sections/classes are taught by bargaining unit members.

ARTICLE 17
OTHER COMPENSATION

Section 1. Continuing Contract.

Faculty who are awarded continuing contract shall be awarded a continuing contract increment of \$1,500. The continuing contract increment shall be added to the faculty member's base pay effective on the first day of the continuing contract. Awarding of continuing contract signifies rights as outlined in State Board of Education Rules.

Section 2. Promotion in Rank.

Promotional awards from one academic rank to the immediately succeeding academic rank granted to full-time faculty members shall be awarded as follows:

Rank	Increment
Professor	\$3,500
Associate Professor, Senior	\$3,000
Associate Professor	\$2,500
Assistant Professor	\$1,500

Full-time faculty members promoted to the next academic rank shall be placed at the minimum of the pay range of the new academic rank or receive the assigned increment, whichever is greater.

Section 3. Doctoral Increment.

Faculty who file an official transcript with Human Resources reflecting that they hold an earned doctorate from an institution accredited by a nationally or regionally accredited institution or association recognized by the U.S. Secretary of Education, shall be awarded an increase in

annual salary of \$3,000 for those degrees acquired after the signing of this Agreement. Faculty who previously received a doctoral increase in annual salary of \$2,000 shall receive an additional increase in annual salary of \$1,000 for a total of \$3,000 for the doctoral increment, effective upon the signing of this Agreement. The doctoral stipend shall be awarded effective with the date of receipt of the official transcript in the Human Resources Office. Personnel awarded the doctoral stipend may exceed the salary range by the amount of the stipend. Foreign credentials shall be evaluated by the College for U.S. equivalency.

Section 4. Substitute Pay.

In order to assure that students receive the best educational experience possible, qualified substitutes will be employed whenever possible if a faculty member is absent from class.

A. For Planned Leave

1. Faculty member obtains approval for leave from Chair and assures that appropriate leave papers are completed and submitted. Faculty member informs Chair that substitution is required.
2. Faculty member assumes primary responsibility for identifying another faculty member to substitute, giving primary consideration to familiarity with curriculum and content areas, and provides information to substitute about class to be covered.
3. Faculty member consults with and obtains approval from Chair regarding who is the proposed substitute for a class.
4. Chair completes substitute pay form (and RPA if necessary) so substitute faculty member can be compensated for work.

B. For Emergency/Unplanned Leave

1. Faculty member notifies Chair in the most timely manner of inability to conduct class.

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2. Chair, in consultation with faculty, identifies substitute faculty member, providing substitute with information about class to be covered.
 3. Faculty member assures that leave forms are completed and submitted to Chair.
 4. Chair completes substitute pay form (and RPA if necessary) so substitute faculty member can be compensated for work.
- C. Unit members who are asked to serve as substitutes in classes for which they are qualified will agree to serve, as long as there is no conflict in class schedules. A maximum of 6 hours per semester may be required of a faculty member. Substitute pay will be computed at a rate of \$17 per hour of classroom instruction. Faculty who substitute during their scheduled work day, with the approval of the Chair, will be similarly compensated to offset scheduled work taken home for completion. Leave papers must support the use of substitutes. After a maximum period of two weeks of substitution for the same class sequence, continued substitution by the same faculty member will be converted to overload points prorated for the remaining portion of the substitution required.

Section 5. Overloads.

- A. Overloads are not an entitlement. The College will determine all classes to be taught as overload by full-time faculty. No faculty member can be required to teach an overload. Faculty who are receiving release time points remain eligible for overload assignment.
- B. Overload pay is computed at a rate of ~~\$2,700~~\$3,000 for a 12 point course (~~\$225~~\$250 per point.) This rate shall be raised to \$3,150 as of August _____, 2003 and then to \$3,300 as of August _____, 2004. A faculty member may be granted up to ~~36~~48 overload points during the contractual year. A faculty member whose point assignment makes it impossible to teach exactly ~~36~~48 points of overload will be permitted to exceed this limit. A faculty member may be granted an additional ~~24~~36 overload points, which may

be distributed over the Summer A and B terms, if the faculty member chooses to teach during the non-contractual Summer A or B term.

- C. The College will ~~not designate assign which any credit or PSAV class course will be the overload class~~ to a non-bargaining unit member until after it was made available for selection as an inload or overload course to bargaining unit members.
- D. Faculty members are not paid whenever they are absent from their overload classes, unless the absence is due to approved College business, temporary duty or administrative leave.
- E. Seniority is the priority that occurs because of length of service to the College on a continuous, full-time College-wide basis. Seniority of faculty members is determined based on the date they began continuous full-time employment. Conflicts of seniority among faculty members with the same total years of full-time service will be resolved by month, then date of birth. Further conflicts will be determined by a flip of a coin in Human Resources. The official College faculty seniority list will be posted by Human Resources on the College's intranet, and will be updated any time a new full-time faculty member is employed or one terminates.
- F. During each Fall semester, the faculty with the highest College-wide seniority in the department will indicate to their Chair their selection of a specific overload course. The same process will be followed consecutively until all overload assignments have been requested without exceeding the overload limit. Faculty shall have the right to select overload classes in other departments throughout the college, provided no bargaining unit member from the other department desires to teach the course as inload or overload.
Course cancellations, unassigned classes, and other similar events may result in modification to the schedule(s). Modification decisions made by the Chair for class assignments are not subject to the grievance procedure. Every reasonable effort will be made to honor these selections..

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- G. During each subsequent semester selection rotation begins with the faculty member with the highest College-wide seniority in the department not offered an overload opportunity for the previous semester.

Section 6. Point Banking.

- A. It is the intent of this procedure that a maximum of ~~twenty-four (24)~~ one hundred forty-four (144) banked points may be carried forward from one academic year to the next.
- B. The ~~twenty-four~~ banked points may be used for leave during any terms ~~(for a full term in Summer A or B; or a reduced load term in Fall or Spring)~~ as long as administrative approval has been granted at least thirty (30) days in advance.
- C. It is also the intent of this procedure that faculty may utilize the maximum yearly overload restrictions (Article 17, Section 5) to accumulate a larger number of banked points which must be used for banked point leave within the current academic year, as long as administrative approval has been granted at least thirty (30) days in advance.
- ~~1. For faculty desiring banked point leave during the Fall semester, the faculty member must already have 24 banked points. The thirty six point deficit will be incurred, which must be offset by overload classes taught during Spring, Summer A and/or B during the same academic year.~~
 - ~~2. For faculty desiring banked point leave during the Spring semester, the faculty member must already have accrued between 24 and 48 banked points by the end of the Fall semester. Any deficit incurred by such leave will be offset by overload classes taught during Summer A and/or B during the same academic year.~~
 - ~~3. This is in keeping with Article 3, Section 4, C 5 and must be understood that approval will be granted based on the needs of the department as described in this section.~~

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41. All Faculty leaving the College for any reason must have their bank point account in balance; faculty with positive banked point balances will be paid at the overload rate banked, faculty with negative banked point balances will have adjustments made to their final payment.
- D. A one-time only “grandfather option” for those faculty currently with ~~25+~~ 144 points in the bank as of the ratification of this Agreement (including points already designated to be banked during the ~~Spring 99-2~~ semester) can be taken during any term as long as administrative approval has been granted at least thirty days (30) in advance, and no more than one year (144 points) is taken in leave at any one time. Faculty taking a full year leave will be required to return to the work place for at least one year before additional banked point leave may be taken, unless otherwise approved by the College in conjunction with the provisions of the Family Medical Leave. Exception to this restriction will be made for those faculty filing non-revocable retirement papers; in such case, all remaining banked points may be taken as banked-point leave prior to such non-revocable retirement. Grandfathered faculty shall be allowed up to 24 points in any given academic year to be used for banked point leave during the Summer Term A and/or B of the same academic year in which the points were earned. The use of these points, as well as points in the bank, shall be governed by the same procedure(s) applying to all requests for leave. If banked point leave utilizing the newly acquired points is not approved during the academic year in which these points were earned, grandfathered faculty will be paid for the newly earned points by the end of the academic year.

Section 7. Compensation for Large Class Size.

For classes with enrollment above 49 students faculty will be assigned additional points, based on a three-credit 12 point class, according to the following chart. Classes with a base of other than 12 points will be adjusted proportionately. Class size will be determined by the number of paid students enrolled as shown by the first class roll following the 100 percent refund date.

Number of Students		Points Paid
From	To	
50	54	13
55	59	14
60	64	15
65	69	16
70	74	17
75	79	18
80	84	19

Number of Students		Points Paid
From	To	
85	89	20
90	94	21
95	99	22
100	104	23
105	109	24
110	114	24
115	119	24
120	124	24

Section 8. Compensation for Small Class Size.

Classes with low enrollment, which would normally cause a class to be canceled, may be prorated for reduced points (as appropriate to meet departmental productivity) and offered to a bargaining unit member. If mutually agreeable, the course will be assigned for the reduced point rate. Refusal to accept reduced compensation for a small class size will not be considered in the faculty member's performance review.

Section 9. Compensation for Other Activities.

Release time or task assignments will be granted at the discretion of the College. Task assignments, if granted, will be at the rate of 5 hours=1 point=\$4200. No faculty can be required to accept a task point assignment.

Section 10. ~~Non-classroom Based Courses~~ Alternative Learning Courses.

A faculty member teaching an alternative learning course (e.g. Distance Learning, Co-op, Life Lab, Open College, Flexi-classes, or Independent Study) may teach the class as part of a regular load or overload. Compensation for Virtual College and Gordon Rule ~~such~~ courses shall be at

the rate of 1 point for every ~~4.2~~ students ~~for non-Gordon Rule courses~~ and 1 point for every 3 students for ~~Gordon Rule courses, or a proration thereof~~ all other alternative learning courses.

Section 11. Pay Periods.

The academic year shall be divided into 26 equal pay periods. Paychecks may be directly deposited to an ACH participating institution of the faculty member's choice or to the Dade County School Employees Federal Credit Union. Overload compensation shall be paid as part of the regular paycheck.

Section 12. Vocational Credit Certificate Courses.

- A. Vocational Credit Certificate courses ~~will may not be combined with college credit courses beginning August 2002, stacked or combined with the credit course by mutual agreement of the UFMDCC and MDCC.~~
- B. Vocation Credit Certificate courses will be broken into "hands-on (H)" instructional hours and "drill-and-practice (D)" hours for each Vocational Credit class. The determination of the division between "hands-on" and "drill and practice" will be made by a six (6) member jointly appointed committee composed of three (3) full-time faculty and three (3) chairpersons.
- C. Beginning January 2002, bargaining unit members teaching Vocational Credit Certificate "H" courses inload will be compensated at the rate of one point per four and one half (4.5) hours of instruction (based on 50 minute hours). These courses will be available for selection by the faculty during the normal class selection process.
- D. Beginning January 2002, bargaining unit members teaching Vocational Credit Certificate "H" courses as overload will be compensated at a rate of one point per four and one half (4.5) hours of instruction (based on 50 minute hours). These courses will be available for selection by the faculty during the normal overload class selection process.

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- E. Bargaining unit members teaching Vocation Credit Certificate “D” courses inload will be compensated at the rate of one point per five (5) hours of instruction not including break time between classes. These courses will be available for selection by the faculty during the normal class selection process.
 - F. Bargaining unit members teaching Vocational Credit Certificate “D” courses as overload will be compensated at a rate of one point per five (5) hours of instruction not including break time between classes. These courses will be available for selection by the faculty during the normal overload class selection process.
 - G. The faculty member teaching Vocational Credit Certificate “H” course, but not the corresponding “D” hours for the same course will be responsible for participating with the Department Chair and lab personnel to identify and provide meaningful drill and practice assignments for students to complete, so that all curriculum outcomes for the course are met. The Department Chair will make the final decision concerning these drill and practice assignments in situations where full-time faculty have not chosen the “D” hours during the normal course or overload selection process.
 - H. In order to select the “D” portion of an Vocational Credit Certificate Course through either the normal course or overload selection process, a full-time faculty member must also teach the corresponding “H” portion of the same course.
 - I. During the transitional academic year (August 2001 – July 2002), the rate of compensation (credit v. PSAV) will be determined by the majority enrollment of students in the combined course (e.g. pre-re-opener formula).

Section 13. Non-Credit Courses.

Bargaining unit members agreeing to teach in non-credit areas other than Vocational Credit Certificate courses (e.g. adult education, continuing workforce education, lifelong learning, or recreational) will be compensated according to the part-time non-credit instructional salary schedule established by the District Board of Trustees. Bargaining unit members may teach a

maximum of 200 hours per academic year in non-credit courses including adult education, continuing workforce education, lifelong learning, or recreational courses combined. Such assignments will not constitute part of an inload assignment and must be taught outside of the 35 hour workweek.

Section 14. Re-openers.

The parties agree to re-open this Agreement upon the Union's request to negotiate work load, class selection and point allocation issues for nursing, performing arts, and team sport faculty.

ARTICLE 18
SAVINGS CLAUSE

Section 1. Severability.

If any provision of the Agreement or any application of this Agreement to the parties is held to be contrary to law, or State Board of Education Rules, then such provision or application shall not be deemed valid, except to the extent permitted by law or regulations. All other provisions or applications shall continue in full force and effect until termination of this Agreement. The parties will at that point conduct impact bargaining, if required, as per Chapter 447 of the Florida Statutes as to such provision or application declared in conflict.

ARTICLE 19
SCOPE OF AGREEMENT

Section 1. Scope of Agreement.

This Agreement covers all matters relating to salaries, fringe benefits, working conditions and all matters impacting salaries, fringe benefits and working conditions of full-time faculty members in the bargaining unit for the period of the Agreement. Appendices are an integral part of this Agreement and are incorporated herein. However, the Table of Contents and the Index are not an integral part of this Agreement. There shall be no unilateral reopening of this Agreement, except as provided herein pursuant to Chapter 447 Florida Statute.

ARTICLE 20

TEXTBOOK SELECTION

Section 1. Textbook Selection.

The College recognizes the importance of the right of faculty ~~input in to~~ selection of textbooks.

A textbook adoption procedure will be as follows:

- A. ~~The Faculty of each College-wide school will within each department on every campus (or outreach center) to which faculty are assigned shall~~ select one or more main textbooks to be used College-wide for each course or sequence of courses in each class (including those taught by part-time faculty).
- ~~B. The faculty of each campus discipline will select one textbook to be used campus wide for each course or sequence of courses.~~
- ~~C. The Chair will be provided the opportunity to have input on as to~~ the textbooks being considered.
- ~~D. An accompanying list of supplemental texts shall may~~ be selected from which by each faculty, may choose in addition to the basic course text(s), to meet the needs of the particular discipline, campus, or faculty specialty areas.
- ~~E. Textbook selections shall be made by majority vote of the faculty participating in the selection process for each College-wide school or campus discipline. Each College-wide school or campus discipline may decide to involve all faculty or a representative number of faculty in the area.~~
- ~~F. Authors with textbooks under consideration for use in a course shall not participate in textbook selection for that particular course.~~
- ~~G. It is the intent of this textbook procedure that~~ Textbooks selected under this process would will be used for a minimum period of three years two academic years. However,

with the concurrence of the Chair ~~or College-wide School Director~~, this time limit may be abbreviated.

E. The textbook selection procedure, which is handled by UFMDCC, is attached hereto as “Appendix F”, which is incorporated herein.

ARTICLE 21

WORK EXPECTATIONS

Section 1. Work Expectation Standards.

In order to maintain the standards of excellence to which MDCC is committed, all bargaining unit members are expected to observe the highest standards of job performance and professional excellence. The following is a list of possible duties for the work of the faculty during the thirty-five (35) hour work week. This list is not exhaustive and may include other duties as requested by the Chair:

- A. Course Preparation and Curriculum. Provide appropriate course preparation to meet course objectives, grade student papers in a timely manner, participate in curriculum and new program development and/or revision.
- B. Testing. Assist in the monitoring of out-of-class testing.
- C. Committee Assignments. Complete in a timely and thorough manner all campus, College and community committee assignments.
- D. Graduation. Attend and participate in graduation ceremonies in appropriate academic regalia.
- E. Workshops. Attend College Training & Development workshops as appropriate.
- F. Participation in Meetings. Attend and participate in departmental, division, campus, and College meetings by arriving promptly and remaining for the duration of the meeting.
- G. Work Week Hours. Maintain the required work week schedule.
- H. Academic Advisement. Provide academic advisement; participate in academic advisement training.
- I. Student Organizations. Advise student organizations.
- J. Accreditation. Participate in the preparation of accreditation reports and documents and assist in the preparation for any visitation associated with the accreditation process.

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- K. Leave Forms. Submit leave forms in advance as determined by College policies and procedures, and complete all required information.
 - L. Paperwork. File all paperwork required by the College in a complete and timely manner.
 - M. Purge Class Rolls. Submit all purged class rolls within the deadlines established by the College.
 - N. Grades. Submit all documents regarding grades within the deadlines established by the College.
 - O. Course Syllabus. Prepare and provide to students on the first day of class a course syllabus that describes the course goals, objectives, and requirements, the nature of the course content, the methods of evaluation to be employed, and the basis upon which grades will be assigned. This course syllabus shall be submitted in advance to and approved by the supervisor of the department offering the course and shall comply with all departmental standards. Faculty members will make the necessary corrections.
 - P. Faculty Responsibilities. Fulfill faculty role as established in the course syllabus.
 - Q. Recruitment and Retention. Participate in student recruitment and retention activities.
 - R. Faculty Mentor. Provide service as a mentor to new faculty members.
 - S. Absences. Notify supervisor in advance in each instance when unable to teach a scheduled class.
 - T. Grants. Participate in the preparation of grant proposals.
 - U. Licenses. Maintain all professional licenses and certifications required for professional standing.
 - V. Faculty Schedules. Submit to supervisor in advance the desired faculty schedule accounting for a thirty-five hour work week on campus on a form to be designated by the College; post the schedule approved by the supervisor on faculty member's office door.
 - W. Confidentiality of Student Records. Maintain confidentiality of student records as defined in College policies and procedures.
 - X. Leaves and Benefits. Use College leaves and benefits appropriately.

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- Y. Paid Student Attendance. Permit only students who have a paid schedule, or an approved hold on their schedule, to attend class.
 - Z. Student Evaluations. Follow College policy and procedures concerning student evaluations.
 - AA. Parking Decals. Use parking decals and cards only as authorized by the College.
 - BB. Student Records. Maintain student records as specified by the College.
 - CC. Provide Information for the Student Petition Process. Provide necessary information about a student's performance, behavior, and/or attendance in class, lab, or clinic to the appropriate committees or individuals in a timely manner (i.e. Grade Appeal, Student Grievance, etc.)
 - DD. Other Duties. Perform other faculty duties as requested by the Chair.

ARTICLE 22
PROCEDURES FOR FUTURE NEGOTIATIONS

Section 1. **Commencement of Negotiations.**

- A. Negotiations between UFMDCC and the College for a subsequent Agreement will commence no later than one hundred and twenty days (120) prior to the expiration of the Agreement in effect.
- B. Within at least one hundred and twenty days (120) before August 1, 2004~~5~~, salary negotiations for the third year will commence.
- C. [UFMDCC negotiators may bargain during their campus/college hours and negotiating sessions will be held at mutually agreed to campus locations.](#)

ARTICLE 23

DURATION

This Agreement shall be effective as of the date of its ratification by the MDCC District Board of Trustees, to follow ratification by the faculty, and continue until the last day of the last pay period for the 2004-2005 academic year.

**District Board of Trustees
Miami-Dade Community College**

**United Faculty of Miami-Dade
Community College
Local 4253, FEA/United, AFT, AFL-CIO**

BY

BY

CHAIR

PRESIDENT

ATTEST

ATTEST

SECRETARY

SECRETARY

APPENDIX A

DUES DEDUCTION AUTHORIZATION FORM

LOCAL 4253

United Faculty of Miami-Dade Community College, FEA/United, AFT, AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

I, _____
(Please Print Name)

an employee of Miami-Dade Community College, hereby authorize and direct my employer to deduct from my wages and pay to Local 4253, UFMDCC, the appropriate dues amount as established by the membership.

This authorization can only be revoked within thirty (30) days by written notice to both the Employer and the Union.

Signature _____

Social Security Number _____ Date _____

CU 10-03-98

APPENDIX B

PROFESSIONAL DEVELOPMENT OPERATION

- I. Certification: Upon completion of the requisite hours, the faculty member shall sign a form certifying that the maintenance of rank hours have been completed. The form shall describe the professional activity or activities that were completed, including completion date (and location, where relevant). The faculty certification shall be final and conclusive.
- II. Accuracy: All faculty members must accurately report and certify the maintenance of rank activities.
- III. Professional Development Activities: Such activities are to be liberally construed. Any disputes over whether an activity meets the contractual definition shall be resolved through the grievance and arbitration mechanism. No reduction of rank shall occur during the pendency of the grievance/arbitration process. If the award should be issued against the faculty member, he/she shall have ninety (90) days from the date of the award to complete the requisite hours without any reduction of rank.

APPENDIX C

STUDENT FEEDBACK SURVEYS

Classroom feedback survey will include the following 15 questions with an option to add up to 5 departmental questions as desired by a majority in the campus-based department. The classroom feedback survey will also include space in which comments can be written by students.

1. The instructor encourages me to learn.
2. The instructor helps me to see the purpose of this course.
3. The instructor is concerned with my progress.
4. The instructor informs me regularly about how I am doing in this course.
5. The instructor treats me with respect.
6. The instructor is available for individual help during office hours or by appointment.
7. The instructor creates an atmosphere that encourages me to learn.
8. The instructor makes this course interesting.
9. The instructor presents the subject matter clearly.
10. The instructor's assignments help me learn the material.
11. The instructor makes good use of class time.
12. The instructor discussed the grading policy at the beginning of the term.
13. The examinations are graded fairly.
14. The instructor responds effectively when asked questions about the subject matter of this course.
15. The instructor is prepared for class.

NON- CLASSROOM FACULTY STUDENT FEEDBACK SURVEY

Non-classroom feedback survey will include the following 5 questions with an option to add up to 5 job-specific questions if desired. The non-classroom feedback survey will also include space in which comments can be written by students.

1. The faculty member treats me with respect.
2. The faculty member is knowledgeable about his/her subject matter.
3. The faculty member presents the information clearly.
4. The faculty member is organized in his/her work.
5. The faculty member is available.