

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**



**FOR THE ACADEMIC YEARS
AUGUST 2002 TO AUGUST 2005**

August 26, 2002

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PREAMBLE

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”).

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.

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.

The College and UFMDCC recognize that academic freedom, coupled with adequate performance of academic duties, is 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.

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 that has no relation to their subject.

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.

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.

ARTICLE 2

BARGAINING REPRESENTATION AND RIGHTS

Section 1. Dues Deduction.

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, and 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.

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.

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.

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.

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.

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.

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:

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.

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.

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 432 points of paid leave annually to be distributed to bargaining unit members on a course by course basis. The Union President shall provide written notification to the College authorizing points to be awarded. UFMDCC will reimburse the College for points assigned at an adjunct replacement rate plus fringe benefits for adjunct personnel.

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 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 that 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. Class Size. To meet the learning needs of students, the College will establish reasonable class sizes.
- B. Class Overrides. 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 before the schedule is finalized. 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 that 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 members of the faculty. From February 9, 2000, 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 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 twelve (12) working days to complete this process, including swapping by mutual agreement among the faculty members involved. Concerns regarding course selection may be mutually resolved by UFMDCC and the College.

Bargaining unit members must first select classes in their campus home department for which they are SACS qualified to teach before selecting in-load assignments remaining from another department, unless otherwise approved by the Chair. When faculty select classes (in seniority order) for their in-load teaching schedule from another department, they shall select their class(es) in the appropriate corresponding round. For example, if a faculty member picks twenty-four (24) points outside his/her department, (s)he will select classes in rounds 1-3 in the campus home department and select in rounds 4 and 5 in the outside department(s). If a faculty member must select all five (5) classes outside the campus home department, then (s)he will select in all rounds. All selections are 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.

Course cancellation will be handled in the following manner:

1. Bargaining unit members without an overload, **whose in-load class selection has been cancelled**, will select, after consultation with the Chair, any class unassigned or assigned to part-time faculty as a replacement. The Chair will effectuate any such changes.
2. Bargaining unit members **with an overload selection, whose in-load class selection has been cancelled**, will have their overload assignment included as in-load; they then may select, after consultation with the Chair, any unassigned overload class as a replacement overload or, with Chair approval, select a class assigned to part-time faculty. The Chair will effectuate any such changes.
3. Bargaining unit members with **an overload selection cancelled** then may select, after consultation with the Chair, any unassigned overload class as a replacement overload or, with Chair approval, select a class assigned to part-time faculty. The Chair will effectuate any such changes.

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 within a campus-based department, or other organizational unit, for in-load 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 in-load 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±2 days or 216±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 (± 2) points per semester. Four (4) "points" are equivalent to one instructional hour (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 instructional class hour (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 (± 1) points for the Summer A or B term.
5. The teaching load, based upon needs of the department as determined by the immediate supervisor, may be divided unequally 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, excluding meal breaks. The faculty schedule will reflect fifteen to twenty (15-20) classroom instructional hours and five to ten (5-10) office clock hours to total 25 hours in direct contact with students, as well as ten (10) College/campus clock hours, to reflect a total of 35 hours on campus.
2. During the scheduled office hours, the first priority will be to serve students enrolled in the faculty member's assigned classes. The majority of office hours will be scheduled as close to classes as possible, within the professional judgment of the faculty member. Typically, office hours will not be scheduled during the Activity Period. The second priority will be

to participate in activities as requested by the Chair, which can be accomplished in the faculty member's office.

During the hours faculty members are not in the classroom, they are expected to participate in activities as requested by their Chair. Faculty will not decline unreasonably such requests by the Chair. These activities include, but are not limited to, Work Expectations referenced in Article 21.

As a professional responsibility and courtesy, faculty will leave notification in their Department as to where or how they can be located when away from their offices during College/campus hours.

3. Every reasonable effort will be made to assign faculty a full teaching load at their home campus.
4. Faculty whose in-load 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 in-load assignments are eligible for mileage reimbursement.
5. Faculty must schedule their hours during Fall and Spring terms to include five (5) work days on campus or other assigned work location, unless otherwise approved, as indicated below. No faculty member will be assigned an in-load schedule 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 request approval from their Department Chair for a four-day workweek during the Fall or Spring terms. Faculty will be permitted to participate in a four-day work week during the Summer A or B terms, provided there is coverage for the department. A College approved office schedule format 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 or Summer C (12 week) 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 approved office schedule format 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 in-load, 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. Faculty Librarian Schedules.

1. The schedules for faculty librarians on the J1 payroll will reflect thirty-five (35) clock hours on campus, excluding meal breaks. 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.
2. Faculty librarians 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 do classroom faculty. These faculty members should be assigned a flexible contract. Faculty librarians may only be assigned up to five (5) days per academic year pre-approved work assignments outside the instructional (classroom faculty) calendar during a defined recess period of the College. Nothing herein prohibits faculty librarians from agreeing to work alternative schedules by mutual consent that does not violate the contract.
3. Faculty librarians must schedule their hours to include five (5) work days on campus or other assigned work location. No faculty librarian will be assigned an in-load schedule 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 librarians may request approval from their Library Director for a four-day workweek during the Fall or Spring terms.

Faculty librarians will be permitted to participate in a four-day work week during the Summer A or B terms, provided there is coverage for the library. A College approved office schedule format will be developed and posted on each faculty librarian's office door.

4. For each overload assignment, the faculty librarian 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 approved office schedule format 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 faculty librarians teach an overload or non-credit course for additional compensation (including task assignments), such an assignment must be approved in advance by the Library Director.

F. Teaching in Special Programs

Full time faculty who become certified by completing approved College workshops, and who agree to participate in ongoing Honors, Honors College, or Virtual College activities associated with teaching these courses, are eligible to teach Honors, Honors College, or Virtual College courses.

1. Honors College faculty selection will be from Honors certified faculty only. Faculty currently teaching Honors courses outside of the Honors College will be given an eighteen (18) month "grandfather period" to complete Honors certification. During this period, faculty currently teaching Honors courses may continue to select Honors courses outside of the Honors College. Following the eighteen (18) month "grandfather period," all faculty selecting Honors courses must be Honors certified. Honors course selection by certified Honors faculty will follow the seniority course selection provisions in this article.
2. Due to the unique nature of the Virtual College, the faculty course developer will have first preference in course selection of the course (s)he

developed; subsequent selection will be by seniority, as provided in this Article.

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.

Section 6. Selection of New Faculty.

When consideration is being given to hiring new faculty members, the College shall solicit input from faculty through screening committees. Such input will be advisory only; the final decision rests entirely with the College. Unit members shall serve on faculty screening committees, if requested to do so.

Section 7. Other Conditions of Employment.

- A. Faculty Members' Facilities. The College shall make reasonable efforts to provide adequate office space, free parking, equipment, and facilities for student conferences. The issue of fully enclosed office space shall be a standing agenda item before the Labor/Management Committee until resolved.
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.
- 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 that 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 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. Such transfer request should be made, in writing, to Human Resources with a copy to the President of the campus to which the faculty wishes to transfer. 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 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 position. All such requests submitted before the position closing date shall be considered prior to the filling of the position.
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. Faculty Professional Development.

Faculty shall complete at least three (3) graduate credits (provided they are in field, a related field, in education, or in instructional technology and do not replicate the knowledge/skills currently held by the faculty member), or:

- A. A series or sequence of no fewer than thirty-six (36) hours of non-graduate programs including:
1. College credit courses at the 3000 or 4000 level (provided they are in field, a related field, in education, or in instructional technology and do not replicate the knowledge/skills currently held by the faculty member).
 2. CT&D or other workshops that have been specifically designated by the Academic Deans as qualifying for Faculty Professional Development and do not replicate the knowledge/skills currently held by the faculty member.
 3. Meetings that award professional contact hours, provided they are in a field related to the faculty member's teaching/professional responsibilities.
- B. Faculty may also request approval from the Academic Dean for Faculty Professional Development:
1. For College credit courses at the 1000 or 2000 level (provided they are in field, a related field, in education, or in instructional technology and do not replicate the knowledge/skills currently held by the faculty member).
 2. For other professional development opportunities (provided these activities are sponsored by accredited institutions or professionally recognized agencies or associations which fulfill College/campus or departmental goals and provide knowledge/skills which are beyond those currently held by the faculty member).
 3. For exceptional academic endeavors that result in substantive professional development.

Response to such requests will be made within ten (10) working days.

Faculty Professional Development activities may be completed during College/campus hours. Courses must be completed with a grade of "C" or better (or "Pass" in a pass/fail grading system) in every four (4) year period in an area approved by the College.

Failure to complete this Faculty Professional Development requirement according to these criteria within the four (4) years will result in a reduction in rank by one step. Upon completion of the requirement for Professional Development, the faculty member will submit appropriate documentation of completion to Human Resources, with a copy to the Department Chair. Prior to any action with regard to reduction in rank, notice will be given to the affected faculty member. 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 requirement. If 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).

Faculty Professional Development cycles will be according to the following chart:

Faculty Professional Development Deadlines					
J1 Faculty Status	1st Faculty Professional Development Deadline	2nd Faculty Professional Development Deadline	3rd Faculty Professional Development Deadline	4th Faculty Professional Development Deadline	5th Faculty Professional Development Deadline
J1 on February 9, 2000 thru June 30, 2001	August 31, 2004	August 31, 2008	August 31, 2012	August 31, 2016	August 31, 2020
Hired as J1 between July 1, 2001 thru June 30, 2002	August 31, 2005	August 31, 2009	August 31, 2013	August 31, 2017	August 31, 2021
Hired as J1 between July 1, 2002 thru June 30, 2003	August 31, 2006	August 31, 2010	August 31, 2014	August 31, 2018	August 31, 2022
Hired as J1 between July 1, 2003 thru June 30, 2004	August 31, 2007	August 31, 2011	August 31, 2015	August 31, 2019	August 31, 2023
Hired as J1 between July 1, 2004 thru June 30, 2005	August 31, 2008	August 31, 2012	August 31, 2016	August 31, 2020	August 31, 2024
Hired as J1 between July 1, 2005 thru June 30, 2006	August 31, 2009	August 31, 2013	August 31, 2017	August 31, 2021	August 31, 2025

Section 9. Class Cancellations/Class Rescheduling.

Classes can be cancelled only by the College administration; a faculty member has no authority to dismiss early or cancel class, or to reschedule a class meeting days, times, or permanent location. Classes may be cancelled 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 College President and

the UFMDCC President. Discussions between the College President and the UFMDCC President pursuant to this section are not negotiations, and the lack of results are not subject to the grievance procedure. However, mutual agreements shall be reduced to writing and shall be subject to the grievance and arbitration mechanism of this contract.

Section 11. Release Time.

The following chart will be used for determining release time for special projects (35 hours on campus or other approved location will be maintained); banked point leave, and union release time (release hours may or may not be on campus).

Fall/Spring Semesters

Points Released/Reduced	Released/Replaced Work Hours on Campus*				Release Time	Banked Point or Union Leave
	Instructional Hours	Office Hours	College/Campus Hours	Total Hours	Faculty Total Work Hours On Campus	Faculty Total Work Hours On Campus
12	3	2	2	7	35	28
24	6	4	4	14	35	21
36	9	6	6	21	35	14
48	12	8	8	28	35	7
60	15	10	10	35	35	0

*12 points reduced: 3 instructional hours + 2 office hours + 2 College/campus hours = 7 hours
The work hours will be proportionally adjusted for differences in points or for courses that span terms.

Summer A/B

Points Released/Reduced	Released/Replaced Work Hours on Campus*				Release Time	Banked Point or Union Leave
	Instructional Hours	Office Hours	College/Campus Hours	Total Hours	Faculty Total Work Hours On Campus	Faculty Total Work Hours On Campus
12	7.5	5	5	17.5	35	17.5
24	15	10	10	35	35	0

*12 points reduced: 7.5 instructional hours + 5 office hours + 5 College/campus hours = 17.5 hours
The work hours will be proportionally adjusted for differences in points or for courses that span terms .

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 his/her 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, 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. Pre-Determination Hearing.

If the College intends to suspend, return to annual contract, or terminate a faculty member, notice of such intent shall be provided in writing to the faculty member and UFMDCC. The notice shall set forth, in general terms, the basis for the contemplated action and an opportunity for the faculty member to meet with the Campus President or other appropriate College official(s) to refute the allegation(s) or provide other relevant information before a final decision is made by the College. The faculty member may be represented by UFMDCC at the hearing.

Section 5. 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 6. Imposition of Discipline.

Any bargaining unit member who is disciplined beyond oral counseling may grieve such action under the just cause provisions of this Agreement, utilizing Article 9. The parties specifically agree that the rules of the State Board of Education, Division of Community Colleges, shall not be utilized with regard to any disciplinary matters.

Section 7. Notice to Union.

If a faculty member elects not to have Union representation, or if the Union elects not to represent a faculty member, the College shall provide, upon request, the Union with copies of all written documents pertaining to the proceedings, and the College shall advise the Union of the final meeting to address the grievance and allow the Union to attend as a non-participating member. If a faculty member proceeds to arbitration without Union representation, UFMDCC will have the right to attend and participate if the Union asserts that evidence is being offered that could lead the arbitrator to interpret the contract contrary to the intent of the parties.

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” refer 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/recess periods applicable to bargaining unit members.

“Instructional Hours” are 50 minute hours;

“Office Hours” are 60 minute hours;

“College/Campus Hours” are 60 minute hours.

ARTICLE 6

ENTIRE AGREEMENT

Section 1. General.

The parties acknowledge that during the negotiations that 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.

Section 2. Performance Review.

Each annual performance review shall contain:

- A. Student evaluation of faculty.
- B. The self assessment, including discussion 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, school, campus, College, and 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.

- 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 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.
 - a. Student Feedback Instrument. Because the Student Feedback Instrument directly impacts the faculty performance review, the Student Feedback Instrument will be agreed to by both parties. The Student Feedback Instrument used for classroom faculty will be modified by the parties as appropriate for Faculty Librarians and Alternate Learning courses.
 - b. Faculty on Continuing Contract. During the Fall term only, students in all classes for classroom faculty in the bargaining unit shall be administered a student feedback instrument. During the Fall term only, faculty librarians will survey students in their roles as Reference Librarians and as part of any in-load Library Instructional Units (to a maximum of five [5]) they conduct in a like manner, according to the process established. Faculty on approved leave during the Fall term shall be rescheduled for student evaluation during the Spring term.
 - c. Faculty on Annual Contract. Students in all classes for classroom faculty in the bargaining unit shall be administered a student feedback instrument. Faculty librarians will survey students in their roles as Reference Librarians and as part of any in-load Library Instructional Units (to a maximum of five [5]) they conduct in a like manner, according to the process established.
 - d. Student Evaluation Process. An appropriate process and schedule to collect student feedback for all faculty shall be developed and approved 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 made by the Department Chair shall focus on appropriate statistical analyses with significance and validity.
2. Self Assessment. All faculty will complete a self assessment that includes a discussion of student feedback, student success and retention, completion or progress toward attainment of the previous year's goals, completion of Professional Development activities, review of activities consistent with work expectations, and contributions to the department/school, campus, College, and community.

3. Faculty Visitation [announced and unannounced]. A minimum of one unannounced classroom visitation each year will be conducted by the Chair for each full-time faculty member in the department. Faculty Librarians will have one unannounced visitation scheduled in the same manner. Additional announced and unannounced visitations will be at the discretion of the Chair. The process for faculty visitation will include (1) a pre-visit discussion between the Chair and faculty member, (2) the classroom or library visitation, and (3) a post-observation conference, if requested by the Chair and/or the faculty member. During the post-observation conference, the faculty member may request an additional classroom visitation. Because the Observation Instruments used for both classroom faculty and faculty librarians directly impact the annual faculty performance review, such instruments will be agreed to by both parties.
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 curricula, use of technology in the classroom or labs, availability to 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/School, 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.
6. Completion of the Previous Year's Goals. The faculty self assessment will provide a discussion of completion or progress toward 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 Commendable Performance, Satisfactory Performance, or Performance Needs Improvement. The professional judgment of the evaluator is not subject to the grievance procedure. Faculty rated "Performance Needs Improvement" will be required to submit a Plan of Action designed to improve performance during the following academic year. The Plan of Action will be approved

by the Department Chair. Because the Rating Instrument Rubric used directly impacts the annual faculty performance review, the Rating Instrument Rubric will be agreed to by both parties.

- D. Appeal of Performance Review. Any alleged false, misleading, or omitted information for the performance review will be examined by the 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 authority to change the final rating under any circumstances. The decision of the Dean is final. No dispute over an interpretation of “false,” “misleading,” or “omitted information” will be subject to the grievance procedure.
- 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 Performance” or above (as determined by the performance review), and at such time must apply for continuing contract by submitting a memorandum of intent to the Chair or immediate supervisor.

- A. Award of Continuing Contract. The award of continuing contract will be a decision in accordance with State Board Rules.
- B. Development Period. 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 contact 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 “Performance Needs Improvement.” “Satisfactory” performance under any prior system will qualify.

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 appointed by the College. The Campus 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 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 Dean. The Campus President, in consultation with the 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 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 discipline or another area approved by the College.

1. Professor	Earned Doctorate, or College-approved program**
Associate Professor, Senior	Masters + 39 credits
Associate Professor	Masters + 24 credits
Assistant Professor	Masters + 9 credits

*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 those for Faculty Professional Development.

** Guidelines for developing a College-approved exception to the doctoral program are available from the Academic Dean.

2. At least three (3) graduate credits must have been successfully completed within the four (4) 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 (s)he submitted the application for promotion. Exceptions will be made for those faculty holding an earned doctorate, who may qualify for promotion to any rank through completion of Professional Development requirements (Article 3, Section 8.)
3. Distinguished Faculty Promotion Exception. Each year, the College may promote to the rank of Professor a maximum of three (3) faculty members holding the rank of Associate Professor, Sr. who do not meet the educational requirements. Faculty applying for this Exception shall submit a Distinguished Faculty Promotion Exception Portfolio (the format

for which shall be established by the College) to the Department Chair 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 Statement of Faculty Excellence, as of January 1, 1989.

- 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 Campus Promotions Committee will review each application for promotion, the recommendations of the Chair and Associate Dean/Director, and make a recommendation as to whether 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.
- D. Appeal of Promotion Committee Recommendations. The recommendations of the Campus Promotions Committee may be appealed in writing by the faculty member to the 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 Dean. The Campus President, in consultation with the 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 the 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 Faculty Endowed Chair Portfolio 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 they 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 those for Faculty Professional Development.
 3. Faculty Endowed Chair Portfolio. Submit a Faculty Endowed Chair portfolio to the Chair, which shall include no more than a fifteen (15) page narrative, plus no more than fifteen (15) pages of documentation

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. In addition to the 15-page narrative, the Endowed Chair applicant will attach to the narrative and documentation copies of official transcripts, performance reviews, self assessments, and student feedback for not more than the prior six (6) and no fewer than the prior three (3) years. For those Endowed Chair recipients applying for a subsequent Endowed Chair, all information included in the portfolio must cover dates and information since award of the previous Endowed Chair. 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 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 Dean.
 3. Campus Recommendation. The Campus President, in consultation with the 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 fewer 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. After the initial full Endowed Chair Committee ratings have been tabulated according to the procedures in steps 1-3, the Committee will review the total average scores and rankings, moving forward candidates with average scores of 5 or more for consideration for award of any Chairs.
 5. Restricted Chairs will be recommended for award first to the highest ranking faculty meeting the restrictions.
 6. All remaining Chairs will be recommended for award to the highest ranking remaining faculty.
 7. 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.
 8. The Chair of the Endowed Chair Committee will submit the Committee's decisions to the College Provost.
- E. Final Decision. The Chair of 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. Missing Student Feedback.

Faculty who seek continuing contract and/or promotion shall not be adversely impacted for missing student feedback for 1999-3/4. 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 documented 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 administrative leadership 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 PROCEDURES

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 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) on which the grievant relies.
- 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 working days in this section shall exclude 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 Chair 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 filed 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 file an appeal 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 response (or lack of response at Step II) 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 (or individual designated to hear grievances at Step III.)

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.

- 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.
 - 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.

- 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, then the Sick Leave Pool (if a member), and thereafter leave without pay after the previous 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 South Florida Educational 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.
 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 eighteen (18) credits per year (Fall, Spring, Summer A & B), except for persons on leave. These courses must be taken in accordance with Articles 3 and 7. The faculty member will submit the required documentation and will be reimbursed at the rate established by the College, except for those courses required for Faculty Professional Development, which shall be reimbursed at the State University System undergraduate and graduate rate applicable at FIU or FAU, depending on where the courses are taken. For faculty taking courses at any other university/school, the higher undergraduate or graduate rate of either FIU or FAU will be the maximum reimbursement.

In accordance with this reimbursement system, faculty on Leave Without Pay (LWOP), Banked Point Leave, and Professional Development Leave (PDL) will not have a credit limitation during the approved leave.

- 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.
- 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.
 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 faculty librarians 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 (or to faculty librarians who are SACS qualified to teach in a discipline with faculty need) 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.

- 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 10 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) 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.
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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.

ARTICLE 11

INTELLECTUAL PROPERTY RIGHTS

Section 1. Purpose.

The College and the UFMDCC have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members. In accordance with that mutual goal, the purpose of this Article is to identify ownership, uses, and rights regarding certain Intellectual Property that may be created by faculty members .

Section 2. Definitions.

- A. **Intellectual Property** – means any and all Copyrightable Material (including all derivative works, updates, and modifications), Inventions (whether patentable or not), Tangible Research Materials, Trademarks, Trade Names, and Trade Secrets, including but not limited to, educational materials, books, textbooks, articles, dramatic and musical compositions, poetry, fictional and non-fictional narratives, analyses (e.g., scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings, computer software, web based materials, architectural and engineering drawings, choreography, works (whether copyrightable or not), publications, compositions, discoveries, and processes.
- B. **Scholarly Work** – Scholarly and instructional Intellectual Property prepared by faculty at the College that falls within certain categories of Copyrightable Works, including, but not limited to: textbooks, class notes, classroom presentation and instructional materials, lecture notes, course handouts, overhead/Power Point© presentations, research articles, educational courseware, recordings (video or audio), computer software, photography, web based materials, publications, choreography, research monographs, paintings, drawings, sculpture, musical compositions and performances, dramatic works and performances, poetry, fiction and nonfiction, or other works of artistic expression.
- C. **Substantial Support** – Financial, personnel, or other support provided by the College to faculty members over and above the cost of the faculty member's normal: compensation, office space, technological, computer, and other College services, audio-visual services and equipment, minimal secretarial support, local telephone use, minimal office supplies, and copy services.
- D. **Work-For-Hire** – refers to any work specifically ordered or commissioned by the College that is performed by a faculty member outside of the faculty member's

regular 35 hour work-week and for which the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

- E. **Net Revenues** – means gross receipts of anything of value less expenses incurred in connection with the creation, commercializing and/or copyrighting or patenting of the Intellectual Property, including, but not limited to, direct costs of obtaining, securing, and marketing copyrights or patents, indirect costs, and all reasonable attorneys’ fees. For purposes of this Agreement, Net Revenues only include Net Revenues collected by the College.

Section 3. Sole Ownership by Faculty.

The faculty member(s) shall be the sole and exclusive owner of the following Intellectual Property (s)he created, to which the College waives any and all ownership interest:

- A. Any and all Intellectual Property created without Substantial Support.
- B. Any and all Scholarly Work that is part of the faculty member’s instructional assignments, regardless of the degree of support provided by the College.
- C. The parties acknowledge and agree that Section 3 shall not apply to Intellectual Property created by a faculty member under a “Work-for-Hire” agreement with the College, or to Intellectual Property created by a faculty member through grant funds obtained by the College for the creation of that specific Intellectual Property.

Section 4. Sole Ownership by the College.

The College shall be the sole and exclusive owner of the following Intellectual Property, to which the faculty member waives any and all ownership interest:

- A. Intellectual Property wherein the faculty member(s) received Substantial Support from the College (except as indicated in Section 3B above).
- B. Intellectual Property created by a faculty member through grant funds obtained by the College for the creation of that specific Intellectual Property.
- C. Intellectual Property created by a faculty member for the College under a Work-For-Hire Agreement.

Section 5. Use of Intellectual Property.

- A. The College acknowledges that a faculty member owns all legal rights in the Intellectual Property (s)he owns, including the right to use, reproduce, distribute, and prepare derivative works.

- B. The Faculty acknowledge that the College owns all legal rights in the Intellectual Property it owns, including the right to use, reproduce, distribute, and prepare derivative works.
- C. Either Party may use Intellectual Property owned by the other Party as authorized by law (i.e., "Fair Use").
- D. For that Intellectual Property that is owned by the College, all faculty, including the creator(s), may only use such property for instructional purposes at the College, unless otherwise agreed to in writing by the College.
- E. A faculty member who wishes to identify his or her relationship with the College with regard to any Intellectual Property (s)he owns shall seek prior approval in writing (e-mail included) from the Vice Provost for Education. If the Vice Provost does not respond within 30 calendar days, the request shall be deemed approved.
- F. If the College wishes to use any Intellectual Property owned by a faculty member in any promotional or marketing materials of the College, the College shall seek prior approval in writing (e-mail included) from the faculty member who created the Intellectual Property. If the faculty member to whom the request was submitted does not respond within 30 calendar days, the request shall be deemed approved.

Section 6. Distance and Alternative Learning.

The following applies when a faculty member(s) receives Substantial Support from the College for the creation of Distance and Alternative Learning sessions.

- A. Distance and Alternative Learning is defined as any condition of learning (including telecourses) where instructor and student are physically separate for much, if not all, of the experience, including sessions in which interaction is mediated by some form of technology (currently audio, video, and computer technologies) that allows for students and instructor to engage in the process of education.
- B. Distance and Alternative Learning sessions may only be taped or reproduced for the purpose of student review or system failure. The tape or reproduction will be available on a non-circulating basis for appropriate student use during the one current semester the faculty member is teaching the Distance or Alternative Learning session. The College shall not release such recorded session for outside use without obtaining the faculty member's written consent to said re-telecast or release of the session. Distance and Alternative Learning courses will be assigned on the terms outlined in this Agreement.

Section 7. Compensation

A faculty member(s) who creates College owned Intellectual Property, with the approval of the College, shall be compensated by the College on one of the terms set forth below, which shall be agreed upon by the parties in writing. Payment of compensation under this Section shall not continue beyond the expiration of the statutory period of protection for any Intellectual Property.

- A. Forty percent (40%) of the Net Revenues collected by the College for each Intellectual Property created under this Article shall be set aside annually by the College and Net Revenues shall be divided equally among the faculty member creator(s) of the Intellectual Property. The faculty member co-creators may agree to an alternative distribution arrangement by providing the College with a written agreement evidencing this arrangement. The College shall have no obligation to pursue or pay uncollected Net Revenues. However, this does not preclude a faculty member from pursuing uncollected Net Revenues due to the faculty member.

- B. A flat rate negotiated in advance between the College and the faculty member creator(s).

Section 8. Documentation.

Prior to a faculty member's creation of College owned Intellectual Property, the College and the faculty member shall execute a written agreement that shall include an acknowledgment form identifying the compensation arrangement (See Section 7 A. and B. above) and all other material terms.

Section 9. 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 students only use the recording for educational reasons and not for any financial gain.

Recording of classroom presentations 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 10. Disputes.

Any and all disputes between a faculty member(s) and the College concerning this Article, including any issues arising under any agreements executed pursuant to Section 7 and 8 above, that cannot be resolved, shall be resolved and enforceable pursuant to the grievance and final and binding arbitration procedures contained in this contract.

Either party may reopen negotiations on this Article 11 anytime after one year following ratification of this Agreement.

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 session (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 interest 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 potential 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. 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
 - 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 at full pay for up to thirty (30) days. This thirty (30) days of full pay is inclusive of the seventeen (17) days paid for any Temporary Duty taken under paragraph E(1). 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 apply for re-employment upon discharge or release from active duty within the applicable time frames, as set forth under Uniform Services Employment and Re-employment Act of 1994 (USERRA).
 3. **VOLUNTARY DUTY:** Faculty members who wish to volunteer for military service may do so, but they will only be paid full pay up to a maximum of thirty (30) days. This thirty (30) days of full pay is inclusive of the seventeen (17) days paid for any Temporary Duty taken under paragraph E(1) and/or the thirty (30) days Involuntary leave taken under paragraph E(2).
- 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-four (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 cannot 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 members' 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 faculty members are 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:

- 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 be contingent, at all times, 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.
- I. Temporary Duty Leave (TDY). 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. Faculty members assigned such leave shall receive regular pay and may be allowed travel expenses, as provide 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 for 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 without pay for consulting engagements for up to ten (10) days per academic year. This is unpaid 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 sessions. 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 approved office schedule format will be developed and completed each term by each faculty member. This schedule will compute the total hours scheduled each work day (excluding meal breaks.) 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 and final examination days) are full contract days and equal to seven (7) hours; however, faculty may work fewer than seven (7) hours on such days, if the total work week is equal to 35 hours. Graduation day and Professional Development Day 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;
- L. To determine the methods of raising and using revenue;
- M. To take action on any matter in the event of an emergency;
- N. 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.

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. Faculty Affected. 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. Faculty Notification. 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 either Summer term. 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. Recall Employment List. 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. Benefit Restoration. 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. Recall Notification. 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. Within fifteen (15) days of receipt of the recall notification, the employee must provide a written notice of an intent to return to work at the beginning of the next term. In the absence of a written notice of intent, the College shall recall the next person 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 four (4) percent effective August 26, 2002, up to the maximum of the assigned salary range indicated in Section 2.

At least one hundred twenty (120) days prior to August 1, 2003, the parties will meet to engage in salary negotiations for the academic year beginning August 2003.

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. Minimums and Maximums.

For the 2002-03 academic year, faculty salary range minimums and maximums are as follows:

Rank	Minimum Base	Maximum Base
Instructor	\$33,475	\$47,259
Assistant Professor	\$37,492	\$52,930
Associate Professor	\$40,932	\$57,786
Associate Professor, Senior	\$45,390	\$64,081
Professor	\$53,274	\$75,210

Minimum and Maximum Salary Ranges for Academic Year 2002-03

Section 3. Faculty Exceeding Salary Maximum.

Where calculated salary increases would otherwise exceed the maximum base salary for the assigned salary range, base salary will be increased to the base salary maximum and any remaining calculated salary increase will be provided in the form of a one-time payment. This one-time payment will be distributed to affected faculty members by November 1, 2002.

Section 4. Doctoral Stipend.

Personnel awarded the Doctoral Stipend will have an annual maximum salary as follows (See Article 17, Section 3):

Rank	Maximum Salary with Doctoral Stipend
Instructor	\$50,259
Assistant Professor	\$55,930
Associate Professor	\$60,786
Associate Professor, Senior	\$67,081
Professor	\$78,210

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 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. 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 possible of inability to conduct class.
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. Class Substitution. 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 for a 12 point course (\$225 per point). A faculty member may be granted up to 36 overload points during the contractual year. A faculty member whose point assignment makes it impossible to teach exactly 36 points of overload will be permitted to exceed this limit. A faculty member may be granted an additional twenty-four (24) 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 designate which course will be the overload class.
- 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 as a member of the faculty. 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 resolved 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 limits. After faculty selection of in-load and overload courses is complete within the relevant home department, and with the permission of the home campus Chair and the receiving Chair, faculty may select overload classes in other departments throughout the College. 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.

- 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. Point Banking Maximum. A maximum of eighty-four (84) points may be carried forward from one academic year to the next, except for Grandfathered faculty, as provided below. Banked point leave must be approved in advance. Requests for banked point leave by faculty must be made at least thirty (30) days in advance of the time the leave is to be taken, unless exigent circumstances exist. Approval shall consider the needs of students and the department. Management decision/response must be communicated to the faculty within twenty (20) days of the request.

B. Category Definitions

1. Grandfathered Faculty – Those faculty with more than eighty-four (84) points in the bank (see C1). Once such faculty drop to eighty-four (84) or fewer points in the bank, they permanently move to the Non-Grandfathered Faculty category.
2. Non-Grandfathered Faculty – Those faculty with eighty-four (84) or fewer points in the bank.
3. Category Limitation – These are the only two categories permitted under this policy.

C. Grandfathered Faculty

NOTE: Provisions in this section do not apply to Non-Grandfathered Faculty.

1. Grandfather Option. A one-time only “grandfather option” for those faculty currently with more than eighty-four (84) points in the bank as of the ratification of this Agreement will permit such Grandfathered Faculty to continue to have more than eighty-four (84) points in the bank.
2. Use of Grandfathered Banking Points. Points in Grandfathered Faculty accounts may be taken during any term (and may include load reduction), as long as administrative approval has been granted 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 President, whose decision shall be final and non-grievable. 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.

3. Leave for Fall and/or Spring Term. Grandfathered Faculty may only request leave (for the entire term or in-load reduction) for the Fall and/or Spring Term by utilizing their Grandfathered Faculty banked points.
4. Summer A and/or B Leave Exception. Grandfathered Faculty may request banked point leave during the Summer Term A or B they are scheduled to work in one of two ways:
 - a. By utilizing points accumulated in their Grandfathered Faculty bank account, or
 - b. Grandfathered Faculty may bank a maximum of twenty-four (24) additional points in any given academic year (in excess of their current Grandfathered Faculty banked point balance) to be used for banked point leave only during the Summer Term A or B they are scheduled to work, during 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 taken during the academic year in which these points were earned, Grandfathered Faculty will be paid for the newly earned points, at the rate they were earned, by the end of the academic year.
5. Grandfathered Faculty Category Requirement. When Grandfathered Faculty drop to eighty-four (84) points or fewer in their Grandfathered Faculty bank point account, they permanently become a member of the Non-Grandfathered Faculty category.

D. Non-Grandfathered Faculty

NOTE: Provisions in this section do not apply to Grandfathered Faculty.

1. Banked Point Maximum. Non-Grandfathered Faculty will be permitted to bank a maximum of eighty-four (84) points.
2. Use of Non-Grandfathered Bank Points. Points in Non-Grandfathered Faculty accounts may be taken during any term (and may include load reduction), as long as administrative approval has been granted.

3. Leave for Fall and/or Spring Term. Non-Grandfathered Faculty may only request leave (for the entire term or in-load reduction) for the Fall and/or Spring Term if their Non-Grandfathered Faculty Banked account has sixty (60) points (or the corresponding in-load reduction points).
 4. Leave for Summer A and/or B Term. Non-Grandfathered Faculty may only request banked point leave (for the entire term or in-load reduction) during the Summer Term A or B they are scheduled to work if their Non-Grandfathered Faculty bank account has at least twenty-four (24) points (or the corresponding in-load reduction points).
- E. Leaving the College. Faculty leaving the College for any reason with a banked point balance will be paid at the rate such points were earned.

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.

<u>Number of Students</u>		<u>Points Paid</u>
<u>From</u>	<u>To</u>	
50	54	13
55	59	14
60	64	15
65	69	16
70	74	17
75	79	18
80	84	19
85	89	20

<u>Number of Students</u>		<u>Points Paid</u>
<u>From</u>	<u>To</u>	
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 = \$100. No faculty can be required to accept a task point assignment.

Section 10. 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 Alternative Learning Courses shall be at the rate of :

- A. 1 point for every 2 students for all Virtual College courses, and
- B. 1 point for every 3 students for 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 South Florida Educational 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 may be combined with College non-transferable credit courses.
- B. Vocational Credit Certificate courses will be broken into "hands-on (H)" instructional hours and "drill-and-practice (D)" hours for each Vocational Credit class.
- C. Bargaining unit members teaching Vocational Credit Certificate "H" courses in-load will be compensated at the rate of 1 point for four and one-half (4.5) clock hours of instruction (based on 50 minute hours). These courses will be available for selection by the faculty during the normal course selection process.
- D. Bargaining unit members teaching Vocational Credit Certificate "H" courses as overload will be compensated at a rate of 1 point for four and one-half (4.5) clock hours of instruction (based on 50 minute hours). These courses will be available for selection by the faculty during the normal overload course selection process.
- E. Bargaining unit members teaching Vocational Credit Certificate "D" courses in-load will be compensated at a rate of 1 point for five (5) clock 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 1 point for five (5) clock 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 a 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 a 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. The rate of compensation (credit v. PSAV) will be determined by the majority enrollment of students in the combined course.

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 in-load assignment and must be taught outside of the 35 hour workweek.

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 Statutes.

ARTICLE 20

TEXTBOOK SELECTION

Section 1. Textbook Selection.

The College recognizes the importance of faculty selection of textbooks. A textbook adoption procedure will be as follows:

- A. Faculty within each department on each campus to which faculty are assigned shall select one main textbook (or more in the case of bundled texts and ancillary instructional materials) to be used in each course (including those taught by part-time faculty.)
- B. For Honors, Honors College, Virtual College, Open College, Study Abroad, and Independent Studies courses, faculty may select a different main textbook.
- C. The Chair will be provided the opportunity to have input as to the textbooks being considered.
- D. An accompanying list of supplemental texts and ancillary instructional materials may be selected by each faculty, in addition to the main course text(s), to meet the needs of the particular discipline.
- E. Textbook selections shall be made by majority vote of the eligible department faculty participating in the selection process. All full-time faculty who are qualified to teach the course shall be included in the voting in each department, except as indicated in item F.
- 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 be used for a minimum period of three years. However, with the concurrence of the Chair, this time limit may be abbreviated.
- H. The textbook selection procedure, which is handled by the faculty, will guarantee that the list of selected textbooks will be submitted to the Chair by the established deadline. Reasonable time shall be allowed for review and voting. In the event that this deadline is not adhered to, the textbook in current use will be re-ordered. Concerns regarding textbook selection may be discussed with UFMDCC.

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, and 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.

- 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.

- 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.

Negotiations between UFMDCC and the College for a subsequent Agreement will commence no later than one hundred and twenty (120) days prior to the expiration of the Agreement in effect.

At least one hundred and twenty (120) days before August 1, 2003, salary negotiations for the second year will commence.

At least one hundred and twenty (120) days before August 1, 2004, salary negotiations for the third year will commence.

ARTICLE 23 **DURATION**

This Agreement shall be effective as of August 26, 2002, following ratification by the faculty and by the MDCC District Board of Trustees, 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

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