

**CONFIDENTIAL ATTORNEY WORK PRODUCT  
CONFIDENTIAL COLLECTIVE BARGAINING MATERIALS**

**SEMINOLE STATE COLLEGE  
DRAFT OF COLLECTIVE BARGAINING PROPOSALS FOR CONSIDERATION  
(NEXT MEETING 5/19/11)**

**PACKAGE PROPOSAL**

- **PREAMBLE**
- **CONSULTATION**
- **MANAGEMENT RIGHTS**

**\*Acceptance of the package entails acceptance of all three (3) Articles as proposed. Rejection of any of the Articles constitutes rejection of the package.**



**CONSULTATION**

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The College's representatives shall meet with the UFF-Seminole representatives to discuss matters pertinent to the implementation or administration of this Agreement, College actions affecting terms and conditions of employment, or any other mutually agreeable matters.

Such meetings shall occur by mutual agreement of the parties, but not less than once each academic year.

Consultations may be used to resolve problems regarding the implementation and administration of the Agreement.

The parties understand and agree that such meetings shall not constitute or be used for the purpose of collective bargaining, discussing specific grievances, or modifying, adding to, or deleting any provisions of this Agreement. However, grievances that are closed and are no longer subject to the provisions of Article \_\_ may be discussed.

## MANAGEMENT RIGHTS

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3 Section 1. Except as limited by the specific and express terms of this Agreement, the  
4 College hereby retains and reserves unto itself all unilateral rights, powers, authority,  
5 duties, and responsibilities conferred upon or vested in it by Section 447.209, Florida  
6 Statutes, other applicable Florida and federal statutes, and State Board of Education  
7 Rules. However the exercise of such rights shall not preclude faculty or their  
8 representatives from raising grievances, should decisions on the above matters have  
9 the practical consequence of violating the terms and conditions of any collective  
10 bargaining agreement in force.

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12 Section 2. Pursuant to Section 1001.64, Florida Statutes, the College shall be  
13 responsible for cost-effective policy decisions appropriate to the College's mission, the  
14 implementation and maintenance of high quality education programs within law and  
15 rules of the State Board of Education, the measurement of performance, the reporting of  
16 information, and the provision of input regarding state policy, budgeting and education  
17 standards.

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19 Section 3. While it is not possible to anticipate or detail in this agreement all of the  
20 rights and prerogatives that the College retains and reserves, the following list is  
21 illustrative. The College exclusively retains and reserves the rights to: exercise all rights  
22 normally exercised by the College and not expressly limited herein; select employees  
23 for hire; determine staffing requirements; schedule work; determine the duties required  
24 by employees; subcontract all or a part of its work or functions; transfer, lay off, recall,  
25 determine the nature and extent of services that are to be performed; regulate the use  
26 of equipment and facilities; make and enforce reasonable work rules; discontinue  
27 programs; and take such measures as management may consider to be reasonably  
28 necessary to the orderly, efficient and economical operation of the College except as  
29 may be in conflict with any provisions of this agreement which may be incorporated into  
30 this agreement by reference.