

## ARTICLE 6: UNION RIGHTS

### Section 6.1 – Facilitation of Faculty Relations

A. Members of the UFF-Seminole bargaining team will not be required to take personal leave to participate in bargaining sessions with the Employer or to perform other required activities as explained below

B. The Employer shall allow Union representatives time to engage in activities directly relating to grievances, arbitration, the Agreement or due to an emergency, which need to be performed during their scheduled hours. Union representatives shall receive such time as is necessary to perform the activities without loss of pay. Union representatives shall notify their immediate Administrative Supervisor(s) of the need for time off for the performance of these activities, and such time shall be limited to no more than ten (10) hours to be divided among no more than three (3) representatives per week per campus. This is not release time. Scheduled classes shall not be disrupted.

C. UFF-Seminole shall provide the Employer with an updated and current list of certified Union representatives at each campus within thirty (30) working days after the ratification of this Agreement and, thereafter, within ten (10) working days after the new representatives are selected each year by UFF-Seminole.

D. The College shall provide release time to Union representatives to engage in activities directly related to grievances, arbitration, meetings with faculty and/or administration, bargaining, or other such Union matters as may be required.

1. Three (3) credit hours release time, shall be provided in each of Fall and Spring Terms to the President of the UFF-Seminole Chapter of the UFF.
2. In those years during which full contract bargaining occurs, the College shall provide another three (3) credit hours, to be assigned to the Chief Negotiator for the purpose of facilitating the bargaining process, for each semester (Spring, Summer, and Fall) for which bargaining occurs.
3. For non-instructional faculty members, time equivalent to the credit hours shall be provided as released time in the above instances.
4. Faculty members on released time pursuant to this section shall retain all rights and responsibilities as other faculty members including, but not limited to, salary increases.

### Section 6.2 – Access to Information

A. During the term of this agreement, the Employer agrees to furnish to the UFF-Seminole, upon written request, all available information which is in the Employer's current possession or custody, which is not privileged or confidential under applicable law, and which is necessary to

42 enable the UFF-Seminole to intelligently fulfill its role as bargaining agent. This article shall not  
43 oblige the Employer to make calculations or compilations, but refers only to the right to obtain  
44 existing records.

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46 B. Upon approval and ratification of the Agreement by the Board and the members of the  
47 bargaining unit, the College shall provide an electronic copy of the Agreement to each member  
48 of the bargaining unit. If the parties mutually agree that printed copies are necessary, the cost of  
49 reproduction and printing the Agreement will be borne equally by the College and the UFF-  
50 Seminole. The College will provide an electronic copy of the Agreement to each new member of  
51 the bargaining unit when he is employed or transferred into the bargaining unit.

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53 C. The College agrees to furnish the UFF-Seminole with the following items without charge:

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- 55 1. The College Operating Budget and any changes thereto.
  - 56
  - 57 2. Information, upon request, concerning the College's financial activities.
  - 58
  - 59 3. The Annual Financial Report, concurrent with submission to the Florida Auditor  
60 General.
  - 61
  - 62 4. A list of bargaining unit members to include the following information for each unit  
63 member:
    - 64
    - 65 a. Basic contract length
    - 66 b. Basic contract salary
    - 67 c. Date of original employment
    - 68 d. Date of faculty hire if different
    - 69 e. Years of experience credited for salary
    - 70 f. Date of birth
    - 71 g. Contact information (email address, campus address, and home address)  
72 reflected in college records as of September 15 of each contract year, to the  
73 extent permitted by law
    - 74 h. Sum of supplemental contracts
    - 75 i. Primary teaching field and level (BA, BS, AS, AA, PSAV)
    - 76 j. Degree (same classification as used in the Appendix)
    - 77 k. Date of tenure award
    - 78

79 This list will be updated as of January 15 and September 15 of each contract year.  
80 Subject to availability of information, the College will make a good faith effort to also  
81 provide in January of each contract year, the number of accrued sick leave days and the  
82 educational category of each unit member. If the information requires compilation rather  
83 than a simple listing, a fee will be agreed to prior to the information being provided.  
84

- 85 5. The names of those faculty members who are eligible to be considered for  
86 tenure/continuing contract.  
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- 88 6. The names, at the time of appointment, the length of appointment, and date of  
89 appointment for members of all College standing committees listed in this agreement.  
90
- 91 7. Upon reasonable request, access to other information in accordance with the laws of  
92 the State of Florida.  
93
- 94 8. Copies of all policies, procedures, faculty handbooks (full-time and part-time), student  
95 handbooks, and updates to such, concurrent with distribution to department heads shall be  
96 maintained on the College Web site.  
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98 D. The Administration shall, routinely and without prior request, provide to the Union the  
99 following information concurrent with its distribution to members of the Board:  
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- 101 1. The complete agenda for each regular and special meeting and workshop (other than  
102 Collective bargaining workshops) of the District Board of Trustees including all  
103 supporting documents; and routine faculty personnel recommendations.  
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- 105 2. All budgetary proposals submitted to the Board.  
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- 107 3. The minutes of each regular and special Board meeting and Board workshop.  
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109 E. Upon request by UFF-Seminole, the College will provide on a regular basis those minutes,  
110 reports and other public documents that are not privileged or confidential under applicable law,  
111 and which are properly identified. Charges for such documents will be at the rate set out in  
112 Section 6.2.A. All requests for information shall be presented to the Executive Director of  
113 Human Resources.  
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#### 115 Section 6.3 – Access to Facilities

116 A. UFF-Seminole shall have the right to use College facilities and equipment at reasonable  
117 times when such equipment is not otherwise in use. UFF-Seminole shall adhere to the  
118 appropriate Administrative Rules and Procedures for utilization of College facilities and  
119 equipment including completion of necessary College forms. Use of facilities and equipment  
120 shall be provided without cost.  
121

122 B. When billed, UFF-Seminole shall reimburse the Employer for all costs associated with  
123 utilizing a College facility if UFF-Seminole requests the use of a facility at a time when the  
124 facility is not normally available. However, the College President may choose not to charge  
125 UFF-Seminole for the use of a facility.

126 C. A billing account for duplicating services shall be available with access/billing codes on  
127 college photocopy/duplicating machines. UFF-Seminole shall reimburse the Employer for the  
128 actual cost of all materials and supplies used within thirty (30) days of receipt of billing.

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130 D. UFF-Seminole will provide the Employer with a list of all Union council members and  
131 officers who are authorized to request the use of College facilities.

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133 Section 6.4 – Internal Mail Service

134 UFF-Seminole, through agreed upon representatives, shall have the right to use the internal  
135 College mail including e-mail, to communicate with members of the bargaining unit at no cost to  
136 UFF-Seminole. UFF-Seminole shall have access to any and all College email distribution lists  
137 which include faculty members in the bargaining unit.

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139 Section 6.5 – Bulletin Boards

140 The College shall provide UFF-Seminole access to bulletin boards at each campus where  
141 available.

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143 Section 6.6 – Union Office

144 The College shall provide a permanently assigned office for the exclusive use of UFF-Seminole,  
145 and meeting space which may be shared. The office/meeting room shall be lockable with access  
146 only to Union officers identified by the UFF-Seminole President except in the event of an  
147 emergency in which case College safety and security officers may make emergency entry. The  
148 UFF-Seminole office will be provided a telephone line with voicemail service and will be listed  
149 in the College telephone directory.

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151 Section 6.7 – Access to New Faculty Orientation

152 If the College conducts a campus-wide or district-wide orientation for newly employed faculty,  
153 the UFF-Seminole may, at its discretion, make a presentation, and provide a packet of  
154 information to be distributed with orientation materials. The College will notify the Union of the  
155 date of orientation and number of participants two weeks prior to the orientation.

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157 Section 6.8 – Access to Faculty

158 If the College conducts a campus-wide or district-wide meeting, in-service, or professional  
159 development day or event for faculty members, UFF-Seminole may, at its discretion, make a  
160 presentation, and provide an information packet to be distributed with the program materials.

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162 In the event the Union wishes to hold a faculty meeting during such a day as described above,  
163 the College shall include such information in the program of events if so requested by the Union.

Tentative Agreement

\_\_\_\_\_  
Michael Moats  
United Faculty of Florida

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Date

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Michael Grogan  
Seminole State College

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Date