

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, grievances, arbitration, or other matters related to administration of the collective bargaining agreement 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 to perform~~ these activities whenever possible. ~~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. In the event posted office hours cannot be maintained, alternative hours will be posted.

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.~~

40 Section 6.2 – Access to Information

41 A. During the term of this agreement, the Employer agrees to furnish to the UFF-Seminole,
42 upon written request, all available information which is in the Employer 's current possession or
43 custody, which is not privileged or confidential under applicable law, and which is necessary to
44 enable the UFF-Seminole to intelligently fulfill its role as bargaining agent. This article shall not
45 oblige the Employer to make calculations or compilations, but refers only to the right to obtain
46 existing records.

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48 B. Upon approval and ratification of the Agreement by the Board and the members of the
49 bargaining unit, the College shall provide to the Union and publish to the College's Web site an
50 electronic copy of the Agreement including all appendices and forms mutually agreed upon
51 and/or necessary the Agreement to each member of the bargaining unit. ~~If the parties mutually~~
52 ~~agree that printed copies are necessary, the cost of reproduction and printing the Agreement will~~
53 ~~be borne equally by the College and the UFF-Seminole. The College will provide an electronic~~
54 ~~copy of the Agreement to each new member of the bargaining unit when he is employed or~~
55 ~~transferred into the bargaining unit.~~

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

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- 59 1. The College Operating Budget and any changes thereto.
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 - 61 2. Information, upon request, concerning the College's financial activities.
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 - 63 3. The Annual Financial Report, concurrent with submission to the Florida Auditor
64 General.
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 - 66 4. A list of bargaining unit members to include the following information for each unit
67 member:
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 - 69 a. Basic contract length
 - 70 b. Basic contract salary
 - 71 c. Date of original employment
 - 72 d. Date of faculty hire if different
 - 73 e. Years of experience credited for salary
 - 74 f. Date of birth
 - 75 g. Contact information (email address, campus address, and home address)
76 reflected in college records as of September 15 of each contract year, to the
77 extent permitted by law
 - 78 h. Sum of supplemental contracts
 - 79 i. Primary teaching field and level (BA, BS, AS, AA, PSAV)
 - 80 j. Degree (same classification as used in the Appendix)
 - 81 k. Date of tenure award
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This list will be updated as of January 15 and September 15 of each contract year. Subject to availability of information, the College will make a good faith effort to also provide in January of each contract year, the number of accrued sick leave days and the educational category of each unit member. If the information requires compilation rather than a simple listing, a fee will be agreed to prior to the information being provided.

5. The names of those faculty members who are eligible to be considered for tenure/continuing contract.
6. The names, at the time of appointment, the length of appointment, and date of appointment for members of all College standing committees listed in this agreement.
7. Upon reasonable request, access to other information in accordance with the laws of the State of Florida.
8. Copies of all policies, procedures, faculty handbooks (full-time and part-time), student handbooks, and updates to such, concurrent with distribution to department heads shall be maintained on the College Web site.

D. The Administration shall, routinely and without prior request, provide to the Union the following information concurrent with its distribution to members of the Board:

1. The complete agenda for each regular and special meeting and workshop (other than Collective bargaining workshops) of the District Board of Trustees including all supporting documents; and routine faculty personnel recommendations.
2. All budgetary proposals submitted to the Board.
3. The minutes of each regular and special Board meeting and Board workshop.

E. Upon request by UFF-Seminole, the College will provide on a regular basis those minutes, reports and other public documents that are not privileged or confidential under applicable law, and which are properly identified. Charges for such documents will be at the rate set out in ~~Section 6.2-A Florida Statutes~~. All requests for information shall be presented to the ~~Executive Director of Human Resources~~ Office of Legal Affairs.

Section 6.3 – Access to Facilities

~~A. UFF-Seminole shall have the right to use College facilities and equipment at reasonable times when such equipment is not otherwise in use. UFF Seminole shall adhere to the appropriate Administrative Rules and Procedures for utilization of College facilities and equipment including completion of necessary College forms. Use of facilities and equipment shall be provided without cost.~~
The Union and its representatives shall have the right to use College facilities on a space-available basis at no charge during the hours the College is open.

127 B. When billed, UFF-Seminole shall reimburse the Employer for all costs associated with
128 utilizing a College facility if UFF-Seminole requests the use of a facility at a time when the
129 facility is not normally available. When the use of facilities would incur an expense under this
130 Agreement, the College shall provide the Union with estimated cost within a reasonable so as to
131 enable alternative arrangements to be made. However, the College President may choose not to
132 charge UFF-Seminole for the use of a facility.

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134 C. A billing account for duplicating services shall be available with access/billing codes on
135 college photocopy/duplicating machines. UFF-Seminole shall reimburse the Employer for the
136 actual cost of all materials and supplies used within thirty (30) days of receipt of billing.
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138 D. UFF-Seminole will provide the Employer with a list of all Union council members and
139 officers who are authorized to request the use of College facilities.

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141 Section 6.4 – Internal Mail Service

142 UFF-Seminole, through agreed upon representatives, shall have the right to use the internal
143 College mail including e-mail, to communicate with members of the bargaining unit at no cost to
144 UFF-Seminole. UFF-Seminole shall have reasonable access to ~~any and all those~~ College email
145 distribution lists which include faculty members in the bargaining unit. Such communications
146 shall also be copied to the Office of Legal Affairs.

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148 ~~Section 6.5 – Bulletin Boards~~

149 ~~The College shall provide UFF-Seminole access to bulletin boards at each campus where~~
150 ~~available.~~

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152 ~~Section 6.6 – Union Office~~

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

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160 Section 6.7-5 – Access to New Faculty Orientation

161 If the College conducts a campus-wide or district-wide orientation for newly employed faculty,
162 the UFF-Seminole may, at its discretion, make a presentation, and provide a packet of
163 information to be distributed with orientation materials. The College will notify the Union of the
164 date of orientation and number of participants two weeks prior to the orientation.
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166 | Section 6.8-6 – Access to Faculty

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

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171 | In the event the Union wishes to hold a faculty meeting during such a day as described above,
172 | 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

Date

Michael Grogan
Seminole State College

Date