



EDISON COLLEGE

COLLECTIVE NEGOTIATIONS AGREEMENT

between

**EDISON COLLEGE
District Board of Trustees
Public Employer**

and

**EDISON COLLEGE
Faculty Federation Union**

July 1, 2007 – June 30, 2010

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P R E A M B L E

This Agreement is made and entered into by and between the District Board of Trustees of Edison College, hereinafter referred to as the Public Employer, the Employer, the Board, or the College, as one party, and the Edison College Faculty Federation, Local 3513, affiliated with United Faculty of Florida, AFT, AFL-CIO, hereinafter referred to as the Union or ECFE, as the other party.

This Agreement is the result of good faith negotiations and specifies those agreements reached concerning terms and conditions of employment.

This Agreement, when it has been ratified and signed by both parties, shall be effective as of July 1, 2007, and it shall remain in force and effect or terminate as provided in Article 11.

ARTICLE 1

RECOGNITION

Section A. The Board recognizes the Union as the exclusive bargaining agent for all full-time personnel on the faculty salary schedule to include (1) instructional faculty, (2) counselors, and (3) Learning Resources faculty, all of whom shall be hereinafter collectively referred to as faculty unless otherwise specified.

Recognition of the Union shall continue as long as the Union remains the certified bargaining agent for the faculty.

Section B. Shared Governance. The faculty are responsible for the teaching, research, and scholarly activities of the College. The faculty share in the governance of the College by recommending policies and procedures related to academic matters; thus creating a culture of collegiality with the administration to further the educational mission of the College.

ARTICLE 2

GENERAL PROVISIONS

2.1 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.

2.2 WAIVER CLAUSE - Failure of either party to require performance by the other party of any provision herein shall in no way affect the requirements of the parties to perform at any time thereafter, nor shall any waiver of an alleged breach of any provision herein be taken or held to be a waiver of said provision thereafter.

2.3 TOTALITY OF ENTIRE AGREEMENT - The parties agree that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement and that it shall constitute the entire and sole agreement between the parties for its duration.

Therefore, the Board and the Union during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

2.4 NON-DISCRIMINATION - The Union and the Board agree that they shall abide by all federal and state laws concerning discrimination. Neither the Board nor the Union shall discriminate against any faculty member for membership or non-membership in the Union.

ARTICLE 3

NO-STRIKE AND NO LOCK-OUT

Section A. The Union, its officers, agents, members, and the bargaining unit employees covered by this Agreement all agree that they will not commit, condone, aid, or abet any act that interferes with the College's operations or the performance of the College's official business, including, but not limited to strike, sit-down, slow down, sympathy strike, picketing, employee demonstrations, stoppage of work, or boycott. Such groups and persons further agree that they will, individually and collectively, take all affirmative action within their power to prevent and stop any act that occurs in disregard of this commitment.

Section B. The Board agrees that it will not cause a lockout of bargaining unit members during the life of this Agreement. It is understood and agreed that lockout means a voluntary, complete cessation of College operations for the sole purpose of bringing economic hardship to bear on the members of the bargaining unit.

ARTICLE 4

ECFF RIGHTS

4.1 DUES DEDUCTION

Section A. The College will deduct and remit dues to the Union when authorized on the form included in Appendix A to this Agreement. Such authorization is revocable by the bargaining unit member upon thirty (30) days notice in writing to both the College and the Union. Authorization for deduction must be received by the College ten (10) working days prior to the payroll payment date. The College will mail a check covering dues deducted from the bargaining unit members and an itemized statement thereof to the Union no later than ten (10) working days following the end of the payroll period.

Section B. An annual service fee of One-Hundred Dollars (\$100) shall be paid to the College by the Union for processing the payroll dues deductions for Union dues. This service fee shall remain in effect for the duration of this Agreement and until a successor agreement is ratified by both parties. This annual service fee shall be deducted by the College in a lump sum from the amount of dues remitted to the Union from the last payroll in May.

Section C. The Union shall officially certify to the College no later than June 15 each year if there is a change in the percentage to be used in calculating a bargaining unit member's Union dues for the succeeding fiscal year. This certified percentage will appear in the second paragraph of the Dues Deduction Authorization (Appendix A) when the bargaining unit member signs the authorization. Appendix A is hereby incorporated into and made a part of this Agreement.

Section D. The Union shall hold the Board harmless against any claim, demand, or any form of liability arising from any action taken or not taken by the College, its members, officials, agents, or representatives in complying with the Article or in reliance upon any notice, letter, or written authorization supplied to the College pursuant hereto.

4.2 USE OF FACILITIES, EQUIPMENT, ETC.

Section A. In accordance with Florida Statute §447.509, no faculty member shall miss any class or fail to perform any official duty in order to attend a Union meeting or attend to Union business. Faculty offices and other work areas may not be used for Union meetings or Union business. For purposes of the regular monthly

Union meetings, the Union shall file for a meeting time that is incorporated into the College's annual schedule for faculty meetings.

Section B. The Union shall have the right to use College facilities and equipment at a reasonable time when such equipment is not otherwise in use. The Union shall adhere to the appropriate Administrative Rules and Procedures for utilization of College facilities and equipment which will include completing the necessary College forms. The Union shall reimburse the College for the actual cost of all materials and supplies used.

Section C. The Union shall have the right to use the internal College mail and/or email service to communicate with members of the bargaining unit at no cost to the Union. The Union may also establish an E-Group on the Edison Portal as long as copies of all communications thus distributed are supplied concurrently to the District President or designee(s).

Section D. The Union agrees that all posted materials and materials placed in faculty mailboxes will be confined to official 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, Union news. Such postings and distribution must have Union approval as indicated by the signature of the Union President or designee on the materials posted and/or distributed. The College reserves the right to remove from the bulletin board and mailboxes any material which does not conform to these provisions or which is controversial or potentially disruptive.

4.3 CONSULTATION BETWEEN THE DISTRICT PRESIDENT AND UNION PRESIDENT

The Union President may request to consult with the District President and/or his designee to discuss academic matters at a time convenient to both parties. The Union shall provide an agenda in advance to the College District President or designee. These consultations shall not be used to negotiate terms of employment or to engage in collective bargaining.

4.4 ACCESS TO INFORMATION

In accordance with Chapter §119, upon written request to the administrator having custody of the public records being sought, public records will be made available to the Union for inspection within two (2) working days of receipt of the written request and during duty days and duty hours of the office maintaining the record. Should the Union submit a written request for a copy or copies of such

public records, the Union will be charged for the actual costs per page, such copies to be provided to the Union within two (2) working days of receipt of the written request. The actual costs per copy will be determined by the custodian of the records.

ARTICLE 5

PUBLIC EMPLOYER RIGHTS

Except as limited by the specific and express terms of this Agreement, the Public Employer hereby retains and reserves unto itself all unilateral rights, powers, authority, duties, and responsibilities conferred upon or vested in it by Chapter §447.209, Florida Statutes, or other applicable Florida and federal statutes, and State Board of Education Rules. These unilateral rights include, but are not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the College programs; to administer the personnel system of the College, including, but not limited to, the recruitment, selection, appointment, evaluation, training, retention, promotion, assignment and discipline, suspension, demotion and discharge of faculty (except as modified by this Agreement); to direct, supervise, schedule and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the faculty and operation of the College; to determine the means and methods of instruction; to determine the grading system and courses of instruction; to provide for athletic, recreational, and social events for students and the College district; and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The parties agree that all customary and usual rights, powers, functions and authority possessed by the Public Employer, whether exercised or not, are vested in the Board and the Board shall continue exclusively to exercise such powers, duties and responsibilities, during the period of this Agreement. In carrying out its powers, duties, and responsibilities, the Public Employer may utilize committees, and/or other bodies in a consultative fashion if it so chooses.

ARTICLE 6

FACULTY RIGHTS

6.1 ACADEMIC FREEDOM - The faculty and Board of Trustees at Edison College recognize that the attainment of the objectives of the College is dependent upon a prevailing atmosphere of academic freedom. Members of the faculty are entitled to academic freedom as defined by the following principles:

- (1) A faculty member is entitled to full freedom of inquiry and of communications, subject to the adequate performance of other academic duties. In the classroom he/she is free to discuss the subject, but he/she should be careful that any controversial matter is relevant to the subject. While he/she has the right and responsibility to recommend teaching materials, the faculty member has the duty of suggesting materials that are among the best available, germane, and in good taste.
- (2) A faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, the faculty member should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, the faculty member should remember that the public may judge his/her profession and the institution by his/her utterances. The faculty member should make every effort to indicate that he/she is not an institutional spokesperson.
- (3) A faculty member also has an obligation to uphold the search for truth and the dissemination of knowledge which are important for the maintenance of a free society.

6.2 SELECTION OF NEW FACULTY

Section A. Each applicant for a regular, full-time faculty position will be required to follow the College's approved hiring procedures, which include an evaluation by an appropriately-constituted screening committee as set forth in this section.

Section B. The College recognizes the importance of conferring with faculty in the hiring of new full-time faculty members. The majority of the screening

committee will include full-time faculty from the discipline or related discipline in which a faculty position is being filled. The committee will have the opportunity to review all qualified applications for a faculty vacancy. The committee will make a recommendation to the appropriate Dean.

6.3 COMMITTEES

Section A. The College will maintain the following standing committees consisting of representatives from the administration and the faculty, as appropriate, to review and/or prepare recommendations for the District Provost. All official members will be voting members.

Academic Standards (proposed to begin in the 2008-09 academic year)
Curriculum
Student Learning Outcomes
Professional Development

Section B. Standing committee chairs should conform to the list of duties as defined in academic policies and procedures and will be given release time commensurate with the responsibilities of the committee as authorized by the District Provost.

6.4 TEACHING FACULTY WORKLOAD

The professional obligation of instructional faculty is a full-time responsibility comprised of teaching, office hours, and other professional assignments as described in the Board approved job description and outlined below.

Section A. Instructional Faculty Members

1. Primary Responsibilities

Each instructional faculty member must perform his or her duties and responsibilities, which shall include the following:

- a. In addition to the duties and responsibilities detailed in the Board-approved job description for full-time teaching faculty, each teaching faculty member is responsible for a minimum of thirty (30) instructional hours and a maximum of thirty-two (32) instructional hours per nine-month contract period. The faculty member will normally be assigned fifteen to sixteen (15-16) instructional hours for each of the Fall and Spring semesters. No full time faculty, however,

shall teach more than three (3) classes or 75% of his or her normally assigned teaching load online.

- b. Because of the unique nature of certain courses and/or programs, a Campus President or District Dean of Instruction may require the teaching faculty member to complete his/her nine-month instructional hours' requirement in a different time frame and/or in a different format.
- c. Each faculty member will normally work a nine-month contract of 166 duty days during the Fall and Spring semesters. The basic contract for teaching faculty employment will be one hundred sixty-six (166) days, each such individual contract period to cover Fall and Spring semesters. A teaching contract of a different length from that specified in this section may be offered at the option of the College to a faculty member in terms of specific program needs, and accepted at the discretion of the faculty member.
- d. Full time faculty are required to schedule a minimum of 10 hours per week of office hours, during Fall and Spring semesters, during which time they will be physically present on campus and available for consultation with students unless otherwise noted in Article 9. The configuration of these office hours is subject to the approval of the faculty member's supervisor, and should ideally be distributed over the five working days each week. Office hours will be posted on or adjacent to faculty office doors by means of a "Class and Office Hours Schedule." Additional office hours beyond the required 10 hours may be scheduled, and students may also be seen by appointment.
- e. A faculty member shall participate with other faculty members in his or her discipline and/or department to develop, revise, and implement a course or program.
- f. Each faculty member shall be responsible for maintaining records, preparing for classes, grading papers, evaluating textbooks, updating curriculum, and participating in class assessments.

2. Other Professional Responsibilities

- a. Each faculty member shall attend all required scheduled district-wide meetings, campus-wide meetings and discipline/departmental meetings,

unless on approved leave with authorization from the immediate supervisor.

- b. Faculty members shall participate in College and educational committees, both standing and ad hoc.
- c. Each faculty member shall create a Professional Development Plan that he or she submits to the immediate supervisor by September 30. This information will become part of the faculty member's annual performance review.

Section B. An instructional hour is a calculation which is derived from credit hours and/or contact hours for a course. For purposes of calculation of instructional hours, the following will be used:

- (1) Lecture Hours--One instructional hour equals one lecture hour.
- (2) Engineering Labs--One instructional hour equals one and one-half lab hours.
- (3) Health and Wellness Activity Classes. One instructional hour equals 1.25 activity hours.
- (4) Art Studio hours, Learning Assistance Lab and Secretarial Science Labs (professor not always present)--One instructional hour equals three lab hours.
- (5) Applied music lessons--One instructional hour equals one and one-half hours of private lessons.
- (6) Professor supervised labs in Art, Astronomy, Interdisciplinary Science, Nursing, Emergency Medical Technology, Respiratory Therapy, Biological Sciences, Chemistry, Physics, and Geology (professor always present)--One instructional hour equals one lab hour.

Section C. An instructional overload for a teaching faculty member is defined as instructional hours carried by the faculty member in excess of the normal teaching workload specified in Section A.(1) of this Article. To be eligible, a faculty member must have received a satisfactory performance evaluation; however, a faculty member is not required to accept an overload. Should a faculty member accept an overload, all of the following rules and procedures shall apply:

- (1) For either the Fall or Spring Semester, a faculty workload of seventeen (17) instructional hours will generate a two (2) instructional hour overload.
 - (a) For each instructional hour carried beyond seventeen (17) instructional hours, the faculty member will receive overload pay for one (1) overload hour.
 - (b) Assignment of instructional overload hours must be approved by the Dean. The maximum faculty workload is twenty-four (24) instructional hours for the Fall or Spring semester, and any instructional hours beyond twenty-four (24) must have the specific approval of the District Provost.

Section D. The Board retains the unilateral right to require unique or special contracts which are different in one or more aspects from the provisions of Sections A-C of this Article, in any or all of the following types of instances:

- (1) Where the faculty member's position is funded (in whole or in part) by grants, financial gifts, categorical funding, or cooperative ventures/agreements with other agencies and/or institutions.
- (2) Where enrollment in a program or group of courses has decreased to the point where, in the opinion of the College, a reduction in that program or group of courses becomes necessary. In such an instance, the faculty member whose contract is to be changed will be given notice of such impending change no later than February 1, preceding the fiscal year when the change is to occur, unless a later notification date is mutually acceptable.
- (3) New courses, new instructional programs, or new instructional services instituted by the College involving new faculty positions.
- (4) Where, in the opinion of the College, a different teaching approach or structure or arrangement is to be utilized in order to satisfy the program or instructional service needs of students. In such an instance, the faculty member whose contract is to be changed will be given notice of such impending change no later than February 1, preceding the fiscal year when the change is to occur, unless a later notification date is mutually acceptable.

- (5) Specific mandates from the State Legislature or by a controlling state agency.

The Board also retains the unilateral right to offer a unique or special contract in order to provide an instructional support service, which would be performed above and beyond the faculty member's usual contracted services to the College. In such an instance, the offer of a special or unique contract may be accepted at the discretion of the faculty member. The specific terms and conditions of all unique or special contracts will be determined by the College in view of program or service needs and delineated in a special contract letter to each appropriate faculty member.

Section E. It is the responsibility of the supervisor to develop teaching assignments in collaboration with faculty. Consideration will be given to the faculty member's desires and departmental priorities in scheduling teaching loads during Fall and Spring semesters. A full-time faculty member, whose teaching load of 15-16 instructional hours for Fall and Spring semester has not been met, will have priority over part-time faculty assignments and full-time faculty overload assignments. The supervisor will make the final decision in determining a faculty member's teaching schedule.

6.5 LEARNING RESOURCES FACULTY WORKLOADS

Section A. Learning Resources Faculty

1. Primary Responsibilities:

Learning Resources Faculty are responsible for developing and maintaining collections providing bibliographic access to all library materials and interpreting these materials to members of the Edison College community.

Specific services include individual and classroom instruction in the use of print and online library resources, online course instruction in the use of print and online library resources, online course instruction, and creation of new tools to enhance access to information and to promote information literacy. Learning Resources Faculty add to the sum of knowledge through their research into the information process and other areas of study.

- a. The basic contract for Learning Resources Faculty will be one hundred ninety-three (193) duty days. The appropriate supervisor may assign a maximum of twenty (20) of these days to each of these faculty from the College's twelve-month duty day calendar. Learning Resources Faculty

are not required to accept contracts for more or less duty days than specified directly above.

- b. The normal work week for Learning Resources Faculty shall be thirty-seven and one-half (37½) hours and the normal work day shall be seven and one-half (7½) hours. The specific hours of the day and days of the week to be worked by each faculty member shall be assigned by the appropriate area supervisor in accordance with the tasks to be performed and the faculty member's job description. Within the work areas where the tasks to be performed allow flexibility for the scheduling of faculty work hours, the area supervisor will consider the faculty member's input as the work schedule is developed
- c. A Board approved job description will be available to each faculty member.
- d. Special program/service demands may require Learning Resources Faculty members to work hours in excess of those specified in paragraph b. above. Such additional hours shall be at the discretion of the immediate supervisor, providing as much notice as reasonably practical. To the best of the supervisor's ability, remaining scheduled hours of work for the week may be adjusted to compensate for these additional hours.
- e. A Learning Resources Faculty member may be asked to teach a credit class or classes in their area(s) of expertise outside of or beyond the required thirty-seven and one-half (37½) hour work week. The Learning Resources Faculty member is not required to accept such a teaching assignment. Should the faculty member accept such a teaching assignment, the faculty member will receive overload pay in accordance with the College's overload policies and procedures.

2. Other Professional Responsibilities

- a. Each faculty member shall attend all required scheduled district-wide meetings, campus-wide meetings and discipline/departamental meetings, unless on approved leave with authorization from the immediate supervisor.
- b. Faculty members shall participate in College and educational committees, both standing and ad hoc.

- c. Each faculty member shall create a Professional Development Plan that he or she submits to the immediate supervisor by September 30. This information will become part of the faculty member's annual performance review.

6.6 COUNSELOR FACULTY WORKLOADS

Section A.

1. Primary Responsibilities

The primary responsibility of a Counselor is to engage in activities directly related to academic counseling and student related instructional issues. Each faculty member must satisfy the minimum requirements established in the Board approved job description. The College shall provide the necessary support services and personnel to enable each Counselor to perform his or her responsibilities, which shall include the following:

- a. The basic contract for Counselor employment will be one hundred ninety-three (193) duty days. The appropriate supervisor may assign a maximum of twenty (20) of these days to each of these faculty from the College's twelve-month duty day calendar. Faculty members are not required to accept contracts for more or less duty days than specified in this Section directly above.
- b. The normal work week for a Counselor shall be thirty-seven and one-half (37 ½) hours, and the normal work day shall be seven and one-half (7½) hours. The specific hours of the day and days of the week to be worked by each faculty member shall be assigned by the appropriate area supervisor in accordance with the tasks to be performed and the faculty member's job description. Within work areas where the tasks to be performed allow flexibility for the scheduling of faculty work hours, the area supervisor will consider the faculty member's input as the work schedule is developed.
- c. A current Board approved job description will be available to each faculty member.
- d. Special program/service demands may require Counselors to work hours in excess of those specified in paragraph b, above. Such additional hours shall be at the discretion of the immediate supervisor, providing as much notice as reasonably practicable. To the best of the

supervisor's ability, remaining scheduled hours of work for the week may be adjusted to compensate for these additional hours.

- e. A Counselor may be asked to teach a credit class or classes in their area(s) of expertise outside of or beyond the required thirty-seven and one-half (37½) hour work week. The Counselor is not required to accept such a teaching assignment. Should the Counselor accept such a teaching assignment, the faculty member will receive overload pay in accordance with the College's overload policies and procedures.

2. Other Professional Responsibilities

- a. Each faculty member shall attend all required scheduled district-wide meetings, campus-wide meetings, and discipline/departmental meetings, unless on approved leave with authorization from the immediate supervisor.
- b. Faculty members shall participate in College and educational committees, both standing and ad hoc.
- c. Each faculty member shall create a Professional Development Plan that he or she submits to the immediate supervisor by September 30. This information will become part of the faculty member's annual performance review.

6.7 DISCIPLINE CHAIRS

Section A. The College recognizes the value of discipline chairs to maintain and approve the academic process. Such Chairs shall have no supervisory responsibilities with regard to other full-time members of the faculty, but will assist the supervisors on each campus to support the academic disciplines.

Section B. Discipline Chairs will be selected by the District Provost in consultation with faculty. Selections will be made for a three (3) year term by February 1 of the third year.

Section C. Discipline Chairs should conform to the List of Duties as defined in Academic Policies and Procedures and will be given release time commensurate with the responsibilities of the discipline as authorized by the District Provost.

Section D. Each Discipline Chair shall be evaluated in the spring of each year by the appropriate Dean.

6.8 FACULTY CONTRACTS

Section A. Faculty members will seek to qualify for and the Board will grant continuing contracts in accordance with the provisions of the State Board of Education Rules 6A-14.0411.

Section B. Faculty members on annual contract whose contracts are not to be renewed will be notified in writing by the Board's agent not later than April 1, each year.

Section C. A Faculty Contract Recommendation Form will be completed for review by the faculty member prior to April 1, each year. This form will contain in summary format the supervisor's recommendations concerning the contract/employment status, salary status, and contract period for the faculty member for the succeeding year. The faculty member will have five (5) working days to review this form, discuss its contents with his/her supervisor, sign the form, append any comments, and return it to his/her supervisor.

6.9 COPYRIGHTS AND PATENTS

Section A. The College shall hold all copyright, ownership, and patent rights to all products produced while a faculty member is fulfilling his/her contractual obligations to the College and/or when College facilities, materials, equipment, time, or money are involved and/or used.

Section B. A faculty member may hold all copyright, ownership, and patent rights to all products that he/she produces provided the products were the results of the faculty member's independent labors.

6.10 SALARY PAYMENT SCHEDULE

Section A. Instructional faculty will be paid their annual contracted salary in twenty four (24) equal payments beginning with the second payroll in August. They will receive their December salary payment on the last faculty duty day prior to the Christmas recess and their last six (6) paychecks on the last payday in May in the manner they normally receive their paychecks.

Section B. In the case of a faculty member who is discharged or who resigns prior to the completion of his/her contract, final salary payment will be made immediately following certification by the supervisor and the Finance and Accounting Office that all the employee's obligations to the College have been

completed or resolved, said certification to take place as soon as possible following the employee's last duty day.

Section C. Overloads will be paid on the regular instructional paydays for each month for all instructional hours earned during the month.

6.11 FACULTY APPEARANCE BEFORE THE BOARD OF TRUSTEES

Any faculty member may submit to the District President in writing an item to be placed on the agenda of the Board of Trustees meeting for the purpose of expressing personal or collective faculty viewpoints provided:

- (1) The written request is received by the Campus President of the respective College campus at least ten (10) working days prior to the scheduled Board meeting;
- (2) The written request specifies the subject to be discussed;
- (3) The subject to be discussed is not a proper subject for collective negotiations;
- (4) The subject to be discussed is not subject to the Grievance Procedure, as described in Article 8;
- (5) The maximum time allowed for presentation of views on any one subject shall be five (5) minutes (the time limit for the discussion of the item may be extended by the Board); and
- (6) The number of subjects to be discussed would not preclude the expeditious consideration of other items on the agenda by the Board.

6.12 ATTENDANCE AT UNION MEETINGS

Section A. The College shall not grant temporary duty assignment for a faculty member to attend Union affiliate meetings or to participate in any Union activities. Neither will the College bear any expense for faculty attendance at such meetings or participation in such activities.

Section B. Any faculty member desiring to attend Union affiliate meetings or to participate in Union activities during College prescribed duty days and duty hours for that faculty member shall be required to obtain the written approval of the appropriate supervisor for a leave of absence without pay.

Section C. As an exception to Section B., above, any faculty member desiring to attend Union affiliate meetings or to participate in Union activities during College prescribed duty days and duty hours for that faculty member may utilize a maximum of two (2) days personal leave per fiscal year, chargeable to accumulated sick leave. Such absence must have prior approval of the immediate supervisor and provisions must be made for appropriate coverage of the faculty member's duties and responsibilities during the intended absence.

6.13 SAFETY

Section A. If a condition exists which a faculty member feels represents a violation of safety, health rules, or regulations, or which presents an unreasonable hazard to persons or property, it shall be communicated to his/her immediate supervisor or the supervisor's designee for corrective action. Such corrective action as deemed appropriate by the College shall be implemented in accordance with College policy and with FS 877.13.

Section B. Disruptive Student in Class - If a faculty member feels a student in his class is disrupting the learning environment, the student shall be referred to the appropriate Dean or supervisor. The Dean or supervisor will take appropriate action in consultation with the Dean of Student Success and Enrollment Management who will administer the student code of conduct and due process.

6.14 COPIES OF AGREEMENT - The College will provide one copy of this Agreement one time to each member of the Bargaining unit free of charge. In addition, the College will provide five copies of this Agreement to the President of the Union's local chapter free of charge.

6.15 FACULTY OFFICES - The College will provide each faculty member with office space to the extent such space is available within the College. All faculty office spaces will be equipped with at least one (1) computer, one (1) desk, two (2) chairs, at least one (1) two-drawer file cabinet, and one (1) book storage area.

6.16 REDUCTION OF FACULTY

Section A. Any systematic reduction of the total number of faculty members within the bargaining unit shall be made in accordance with State Board of Education Rule 6A-14.0411.

Section B. In the event the Board has to systematically reduce the total number of bargaining unit members in mid-fiscal year, the Campus President of the respective College campus will notify the Union in writing of such intended action at least one (1) month prior to such systematic reduction. During the one (1) month period prior to the intended action, the Union will have the right to meet with the Campus President of the respective College campus at reasonable times and places for the purpose of conferring regarding the criteria to be used in the reduction plan.

Section C. In the event the Board has to systematically reduce the number of bargaining unit members at the end of a fiscal year, the Campus President of the respective College campus will notify the Union in writing of such intended action prior to submission of the succeeding year's budget to the Board reflecting such changes. Prior to the submission of the budget to the Board, the Union will have the right to meet with the Campus President of the respective College campus at reasonable times and places for the purpose of conferring regarding the criteria to be used in the reduction plan.

Section D. Although the Campus President of the respective College campus may rescind or modify the reduction plan criteria or the proposed reduction based on the discussions in Section B. and Section C., above, neither the Campus President of the respective College campus nor the Board shall in any way be obligated to follow the recommendation of the Union in these matters. Neither shall the District President or the Board in any way be obligated to delay the intended action. The discussions provided for in Section B. and Section C., above, shall not be construed in any sense to be collective negotiations.

Section E. The provisions of this Article do not apply to terminations or suspensions for cause, or to non-renewals on the basis of considerations relating to the individuals involved, but only to general reductions in force arising out of the economic or operational considerations envisioned in State Board of Education Rule 6A-14.0411.

Section F. Any faculty member laid off within the context of this Article may request in writing to be kept on an active faculty applicant list for a period of one year following such lay off. The request must contain the mailing address where a faculty member can be reached during the one year. Should a vacancy occur within the faculty member's field of expertise within that one year, the faculty member will be notified of the vacancy. The faculty member may apply for that position and shall be considered therefore in accordance with normal hiring procedures.

6.17 LEAVES OF ABSENCE - Leaves of absence for a faculty member may be granted in accordance with the provisions of appropriate Federal laws,

Florida Statutes and State Board of Education Rules for Community Colleges and the provisions for implementing these statutes and rules through the rules, procedures, and policies of the Board of Trustees. Such leaves of absence shall include any leave required by law and may include Professional leave and Personal Leave Without Pay.

ARTICLE 7

FACULTY EVALUATIONS

Section A. Each faculty member will be evaluated by the appropriate supervisor annually for the first five years of that faculty member's employment including a teaching portfolio with classroom assessment and continuous improvement processes. Thereafter, each faculty member will be evaluated every three years unless the supervisor feels that a special evaluation is warranted due to problems or concerns regarding the faculty member's performance. Should the necessity arise for such a special evaluation, it will deal only with the problems noted by the supervisor.

Section B. Faculty evaluations will be in writing in a form and format prescribed by the administration. The evaluation procedure delineated in this Article will be completed no later than April 1 of each year.

Section C. Teaching faculty will be evaluated by the appropriate Campus President or District Dean of Instruction or designated supervisor. Learning Resources Faculty members and Counselors will be evaluated by the designated supervisor.

Section D. Each teaching faculty member will be evaluated annually by his/her students in the form, format, and procedure prescribed by the administration. The results of this student evaluation will be discussed between the faculty member and his/her supervisor.

Section E. The administrator performing the evaluation will hold an evaluation conference with the faculty member for the purpose of discussing the complete evaluation including identification of deficiencies and suggestions for improvement. The faculty member shall have a maximum of five (5) working days to review the written evaluation and to respond to any portion or portions of the document. The faculty member shall sign the evaluation acknowledging that he/she has had the opportunity to discuss the evaluation with the evaluator and to respond to the materials presented.

Section F. Once the faculty member has signed the evaluation and appended any comments, it will be processed to the appropriate District Deans of Instruction (Lee campus) or Campus Dean (Charlotte or Collier campuses) for review, comments and signature. The evaluations will then be submitted to the respective Campus President (Charlotte and Collier campuses only) for review, comments and signature.

The Lee Campus faculty evaluations will be submitted directly to the District Provost. The Charlotte and Collier evaluations will then be forwarded to the District Provost for review, comment, and signature. The evaluation will then be forwarded to the custodian of the personnel records, who will provide the faculty member a photocopy of the completed evaluation (including all signatures and comments), if so requested. The faculty member will have five (5) working days from the date he/she receives the completed evaluation to respond in writing or in person to any additional comments placed in the evaluation by the Campus President, District Provost, or the District President's designee since the faculty member signed the evaluation. At the end of this five (5) day period, the complete evaluation with all addenda, will be placed in the faculty member's permanent personnel folder, after which there will be no modifications, additions, or deletions.

Section G. Any alleged false or alleged misleading information in the evaluation will be reviewed by the College upon written request, and removed if determined false or misleading by the College. However, no dispute over an interpretation of "false" or "misleading" will be subject to the Grievance Procedure, Article 8. The professional judgment of the evaluator is not subject to the Grievance Procedure, Article 8.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 DEFINITIONS

- (1) A “grievance” is defined as, and limited to, a written claim filed by an individual member of the faculty or a group of faculty members alleging a violation of a specific term or provision of this Agreement.
- (2) The “aggrieved person(s)” or “grievant(s)” is defined as the individual faculty member or group of faculty members filing the grievance.
- (3) A “working day” when used in this Article shall mean, except where otherwise indicated, any day (Monday through Friday) when the College is officially open for business.

8.2 SELF-REPRESENTATION - The faculty member may at any time represent himself/herself in any proceedings. The Union President or designee shall be informed of all meetings to discuss grievances and shall have the right to have a non-participating observer present at all such meetings.

In the event that self-representation is invoked by the faculty member, the District President’s designee will promptly send to the President of the Union or designee a copy of the filed grievance. The President of the Union or designee will also receive a copy of the findings of fact and resolution of the grievance from the Campus President of the respective College campus and, if appropriate, from the corporate secretary of the Board of Trustees.

8.3 REPRESENTATION BY THE UNION IN THE PRE-GRIEVANCE INFORMAL DISCUSSIONS

Any faculty member may have a Union representative present during the Pre-Grievance Informal Discussions provided the following conditions are met:

- (1) The specific Article and Section of the Agreement where the alleged violation has occurred are noted by the supervisor.
- (2) The subject to be discussed is believed to be a potential grievance as defined in Article 8.1.

8.4 REPRESENTATION BY THE UNION IN THE FORMAL STEPS OF THE GRIEVANCE PROCEDURE - If the faculty member notifies the Union and the College in writing that he/she desires representation by the Union, the faculty member shall have the right to be exclusively represented by the Union beginning with the written filing of the grievance with the District President's designee and at all times thereafter until resolution of the issue.

8.5 CONSISTENCY - No resolution of any grievance or potential grievance (through informal discussions or through the formal grievance process) will be inconsistent with the terms of this Agreement.

8.6 INVESTIGATION OR PROCESSING OF GRIEVANCE DURING WORKING HOURS - During the preparation and processing of a grievance, the faculty member is to perform all his/her assigned duties and responsibilities. The sole exception to this is that noted under Article 8.14, Section A.

8.7 FILING - No grievance will be considered valid or processed unless the following conditions are all met:

- (1) The grievance is submitted in writing on the appropriate College form provided upon request to a faculty member and/or the Union and signed by the grievant(s);
- (2) The specific Article and Section of this Agreement are cited where the alleged violation of the Agreement has occurred;
- (3) The alleged violation is specified in detail with pertinent facts;
- (4) The specific remedy being sought is specified;
- (5) The grievance is timely submitted; and
- (6) The alleged violation of the Agreement has resulted in the deprivation of a right or benefit expressly conferred by the Agreement.

8.8 TIME LIMITS - The time limits delineated throughout this Article shall be strictly adhered to by all parties unless specific time limits are extended by mutual consent in writing by the parties. The number of days at each level of the procedure is considered as maximum and the parties will endeavor to expedite the process whenever possible.

Failure of the grievant to process the grievance within the time limits specified shall result in dismissal of the grievance. Failure of the Board or the administration or their representatives to take the required action within the time limits specified shall entitle the grievant to proceed to the next step of the procedure.

8.9 ELECTION OF REMEDIES - The commencing of legal proceedings against the Board or any administrator or managerial employee employed by the Board or any member of the Board in a court of law or equity or before PERC, or before any other administrative agency, by a faculty member or a group of faculty members for alleged violations of the expressed terms of this Agreement shall be deemed a waiver by such faculty member or group of faculty members of the ability to resort to the grievance and arbitration procedure contained herein for resolution of the alleged violation of the terms of this Agreement.

Likewise, the utilization of the grievance procedure in this Agreement for the resolution of alleged violations of this Agreement shall constitute a waiver of any rights of the faculty member or group of faculty members to judicial review of agency actions pursuant to Florida Statutes, Chapter §120.

8.10 PRE-GRIEVANCE INFORMAL DISCUSSION - In the event that a member(s) of the faculty believes that he/she has a basis for a grievance (and before a formal written grievance is filed), the faculty member(s) shall first informally discuss the basis of the grievance with the immediate administrative supervisor within thirty (30) working days from the alleged violation of this Agreement. The immediate administrative supervisor will render a verbal decision to the faculty member within fifteen (15) working days from the date the first discussion was held. In the event the immediate administrative supervisor is not available during the thirty (30) working days following the alleged violation, the faculty member will meet with the acting supervisor and express his/her intent to pursue the informal discussion procedure. If the alleged grievance is with the immediate administrative supervisor, the Pre-Grievance Information Discussion will be pursued upon the return of the immediate supervisor. Otherwise, the acting supervisor will serve instead of the immediate supervisor.

8.11 FORMAL GRIEVANCE PROCESS

Section A. Step One. If, after informal discussion with the immediate administrative supervisor or acting administrative supervisor, the faculty member is not satisfied with the decision resulting from these discussions, he/she may file in writing, on the appropriate College form a formal grievance signed by the aggrieved person(s). The grievance shall be filed with the District President's designee within ten (10) working days from the date the verbal decision was given by the supervisor in Article 8.10. The District President's designee will investigate the grievance in any manner he/she deems appropriate, so long as parties to the grievance are allowed to present evidence and argument to support their positions. The District President's designee will reduce his/her findings of fact and recommendations to writing and will forward these to the Campus President of the respective College campus within

fifteen (15) working days from the date the grievance is received by the District President's designee.

The Campus President of the respective College campus will review the grievance and findings of fact and recommendation of the District President's designee in any manner deemed appropriate by him/her and render a written decision within fifteen (15) working days from the date he/she received the grievance materials from the District President's designee. The decision of the Campus President will be communicated to the aggrieved person(s) by either certified mail or hand delivery.

Section B. Step Two. If the aggrieved person(s) is not satisfied with the decision of the Campus President of the respective College campus, the decision may be appealed to arbitration. The decision to appeal to arbitration will be in writing, addressed to the District President's designee, and received by the District President's designee within ten (10) working days after receipt of the Board's final action by the aggrieved person(s). Arbitration under this Agreement shall be limited to those grievances processed through the steps of the Grievance Procedure. The aggrieved person(s) or the Union shall have the right to withdraw the request to seek arbitration at any time.

8.12 SELECTION OF THE ARBITRATOR - Within ten (10) working days of receipt by the District President's designee of the aggrieved person's notification to appeal to arbitration, representatives of the District President's designee and the Union shall meet for the purpose of selecting an arbitrator. If, within ten (10) working days from the first date the parties meet, the parties are unable to agree on an arbitrator, the parties shall jointly request in writing, from the Federal Mediation and Conciliation Service, a panel of five (5) arbitrators who must hold membership in the National Academy of Arbitrators. The Union shall strike the first name from the panel; the College shall strike the second name; the Union shall strike the third name; the College shall strike the fourth name; the remaining name shall be designated as the arbitrator and the Federal Mediation and Conciliation Service shall be so notified in writing by the parties.

8.13 AUTHORITY OF THE ARBITRATOR

Section A. The arbitrator shall be limited to the grievance submitted. The first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that he/she has no such power, the arbitrator shall make no decision or recommendations as to the merits of the grievance and the grievant shall be considered to be the losing party. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time.

Section B. The power of the arbitrator shall be limited, prospective in nature, and shall not extend to the revision of salary schedules, rates of pay, workloads, or work assignments. In cases involving discharge and/or suspension without pay, the arbitrator's power in such cases shall be limited to reinstatement and/or the amount of back pay due, if any. If the arbitrator's award includes back pay, special earnings from other sources shall be deducted from the award.

Section C. The decision of the arbitrator, if within the limitations of his/her authority as set forth herein and in Florida Statutes, Chapter §682, shall be final and binding. The arbitrator shall not have the power to add to, subtract from, modify, or alter the provisions of this Agreement. Arbitration shall be confirmed solely to the facts of the grievance and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

Section D. Where an administrator has made a judgment involving the exercise of discretion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the College to take appropriate corrective actions.

Section E. The arbitrator shall only have the power to hear or arbitrate grievances which arise under the terms and during the duration of this Agreement.

Section F. The decision or award of the arbitrator shall be final and binding provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Florida Statutes, Chapter §682.

8.14 CONDUCT OF THE HEARING

Section A. If it is necessary to hold arbitration proceedings during duty hours, parties to the grievance shall be excused from their other College duties without loss of pay for the duration of time they are needed in the proceedings for testimony.

Section B. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the Federal Mediation and Conciliation Service.

8.15 DISPOSITION - The decision of the arbitrator will be made in writing to both parties at the same time. The delivery of the decision will be made by certified mail, return receipt requested.

8.16 FILES - The original written grievance, the written appeals at each level/step, the written decisions at each level/step, and the written decision of the arbitrator will be maintained in a confidential file designated by the District President and separate from personnel files. A copy of the arbitrator's written decision shall be placed in the aggrieved person's permanent personnel file.

8.17 PROCESSING - The filing or pendency of any grievance or of arbitration proceedings under this Article shall not operate to impede, preclude, or delay the College from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or by failure to reappoint. In no event shall any faculty member, as a result of a pending grievance, receive compensation following cessation of employment.

8.18 COSTS OF ARBITRATION - If the arbitrator rules partially for the grievant and partially for the employer, the parties shall share equally in the total costs of arbitration; otherwise, the losing party shall pay the total costs of arbitration. However, expenses for witnesses shall be borne by the party calling them.

ARTICLE 9

ONLINE COURSES

9.1 GENERAL DEFINITION

Section A. Administration, in collaboration with faculty, will be responsible for determining the policies and practices of the institution regarding online education. The rules governing online delivery and its technologies should be recommended by the e-Learning Committee which is comprised of faculty teaching online courses and respective administrators. All recommendations of the e-Learning Committee will be sent to the District Provost for consideration.

Section B. Online courses refer to any course that is taught 100% online with no required traditional face-to-face instruction.

9.2 COURSE DEVELOPMENT

Section A. Course development is recognized as either 1) creating a new online course or 2) converting an existing course to the appropriate Edison College online format.

Section B. Administration, in collaboration with faculty, shall determine which courses are appropriate to be offered online; the academic dean will initiate the process for online course development as found in the e-Learning policy manual.

Section C. The district dean in collaboration with faculty will determine how many online courses will be offered each semester.

9.3 WORKLOAD/TEACHING RESPONSIBILITIES

Section A. Determination of class size for an online class should be based on pedagogical considerations and should not exceed the class size for traditional face-to-face instruction courses in the same discipline.

Section B. A faculty member teaching an online course shall conduct the normally expected total number of office hours. In order to accommodate online student needs, if it is deemed appropriate by the faculty member and administrator, a prorated portion of the normally required office hours may be held online.

Section C. Assignments to teach an online course shall be based on the faculty member's request, verification of the faculty member's Edison College e-Learning certification, or demonstrated proficiency in on-line instruction. The faculty member who developed the course will be given primary consideration to teach the online course contingent upon satisfactory evaluation.

9.4 USE OF ONLINE INSTRUCTION

Section A. The College recognizes the unique delivery modality of online learning and the diverse needs of the students it serves. It is the intent of the College to compliment traditional Edison College face-to-face instruction of courses and programs through online offerings as needs emerge.

Section B. The College is responsible for the technological delivery of the course ensuring that the necessary technology and equipment is identified and in place prior to offering an online program.

Section C. When the College decides to create a new online course, the appropriate district dean will send out a Request for Proposal (RFP) to all faculty members. In the event that no Edison Faculty responds to the RFP, the College may acquire the online course by offering the RFP to other providers.

9.5 EVALUATION OF ONLINE FACULTY

Section A. The College will evaluate faculty members involved in online instruction using comparable procedures as used in traditional face-to-face instruction. The College will require faculty who teach online courses to provide course access to their supervisor at the onset of instruction.

9.6 e-LEARNING COMMITTEE

Section A. The parties recognize that the ad hoc e-Learning Committee will be charged with recommending e-Learning policies and procedures for the duration of this three (3) year contract. The committee's focus will be defined by the District Provost.

ARTICLE 10

SALARY AND FRINGE BENEFITS

10.1 INSURANCE

Section A. For the duration of this Agreement, the Board agrees to provide to members of the bargaining unit the same major medical plan as provided to all other full-time regular employees of the College. The costs of such coverage for each bargaining unit member shall be borne by the College. The costs of family coverage shall be paid by the bargaining unit member, if such coverage is desired.

Section B. For the duration of this Agreement, the Board agrees to provide to members of the bargaining unit the same life insurance coverage as provided to all other full-time employees of the College. The costs of such coverage for each bargaining unit member shall be borne by the College.

10.2 SALARY - The parties agree that the salary schedule for members of the bargaining unit will be as described in Appendix B attached to and made a part of this Agreement.

10.3 REOPENER CLAUSE - During the duration of this Agreement, it is agreed that the Union may initiate a reopening of negotiations each year on Article 10.2 only. The Union may initiate a reopening of such negotiations by notifying the District President's designee in writing of its intent no earlier than June 1 and no later than July 15, of the year the Union wishes to reopen.

10.4 TUITION AND MATRICULATION SCHOLARSHIPS - For the duration of this Agreement, the College agrees to provide to members of the bargaining unit the same tuition and matriculation scholarship coverage as provided to all other full-time employees of the College.

10.5 TERMINAL PAY

Section A. Each member of the bargaining unit shall receive terminal pay for accumulated sick leave upon official retirement, in accordance with Florida Statute 1012.865 and College policies.

ARTICLE 11

RENEWAL AND TERMINATION

This Agreement shall be and remain in full force and effect for a period of three (3) years, from July 1, 2007 until midnight, June 30, 2010, subject to the following provisions:

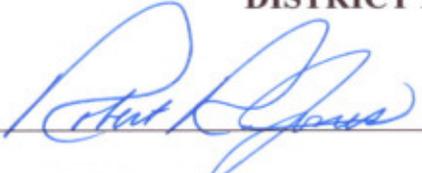
Section A. During the term of three (3) years, as above provided, this Agreement shall be subject to annual reopening for bargaining concerning, and restricted to, economic matters, meaning salaries and fringe benefits having a monetary value. Either party shall have the right to initiate such annual negotiations, limited to economic issues, by giving the other party written notice, during the month of March prior to the July 1 beginning date of any contract year, of its desire to engage in such negotiations. The parties will then meet at reasonable and mutually convenient times and places for purposes of negotiating concerning such economic issues, and the laws and regulations applicable to public sector collective bargaining and impasse resolution, if necessary, shall apply.

Section B. Commencing with the year which begins July 1, 2010, this Agreement shall be automatically renewed for successive periods of one year each unless either party, during the month of March next preceding June 30, 2010, or during the month of March next preceding June 30 of any succeeding year, gives the other party written notice of intent to terminate this Agreement. In the event such notice is given, the parties shall proceed to meet at reasonable and mutually convenient times and places and to engage in bargaining for a new or renewal agreement, and the usual laws and regulations concerning contract negotiations and impasse resolution, if necessary, shall apply.

Section C. In the event that this Agreement is automatically renewed for any one-year period pursuant to (Section B.), either party shall still have the right to require bargaining, limited to economic matters, for the renewal year, provided that the party desiring such negotiations gives the other party, during the month of April prior to the beginning of the renewal year, written notice of its desire to engage in such negotiations. If such notice is given, the parties shall proceed to meet at reasonable and mutually convenient times and places to engage in negotiations on economic matters, and the laws and regulations governing bargaining and impasse resolution, if necessary, shall apply.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Lee County, Florida, as of the days and dates listed below:

**EDISON COLLEGE
DISTRICT BOARD OF TRUSTEES**

By:  By: 
Title: Chief Negotiator Title: District President
Date: 09-25-07 Date: 09-25-07

By: 
Title: Chairman of the Board
Date: 09-25-07

**EDISON COLLEGE UNITED FACULTY OF FLORIDA
LOCAL 3513, AFFILIATED WITH
AFT, AFL-CIO**

By:  By: 
Title: Chairperson, Union Title: President, ECFF
Bargaining Committee
Date: 9-17-07 Date: 9-17-07

APPENDIX A

DUES DEDUCTION AUTHORIZATION

FOR

Edison College Faculty Federation, Local 3513,
Affiliated with United Faculty of Florida, AFT, AFL-CIO

I, _____, hereby authorize Edison College to deduct from my wages and transmit to the Edison College Faculty Federation, Local 3513, affiliated with United Faculty of Florida, AFT, AFL-CIO, Union dues.

Payroll dues deductions will be made monthly, in an amount derived by dividing 1.0% of my annual contracted salary (exclusive of any supplemental contracts) by the number of my pay periods remaining in the fiscal year.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board and all of its officers or representatives from any liability thereof.

This authorization shall be cancelled and deductions stopped if:

- (1) I am no longer employed within the bargaining unit represented by the Edison College Faculty Federation, Local 3513, affiliated with United Faculty of Florida, AFT, AFL-CIO; or
- (2) The Edison College Faculty Federation, Local 3513, affiliated with United Faculty of Florida, AFT, AFL-CIO ceases to remain the certified bargaining agent for the faculty in the bargaining unit; or
- (3) I give Edison College and the Edison College Faculty Federation, Local 3513, affiliated with United Faculty of Florida, AFT, AFL-CIO written notice of desire to cancel this authorization for deduction of dues within thirty (30) days prior to the payroll payment date.

Signature of Bargaining Unit Member

Date

**APPENDIX B
EDISON COLLEGE
2007-2008 WAGE AND SALARY SCHEDULE**

FULL-TIME FACULTY

A. NEW FACULTY NINE-MONTH CONTRACT SALARY FOR SEMESTERS FALL AND SPRING (For those faculty whose full-time contracts began on or after August 16, 2007):

SCHEDULE I: Bachelor's Degree (Occupational areas only)	Base of \$41,538.47
SCHEDULE II: Master's Degree	Base of \$43,314.17
SCHEDULE III: Master's Degree plus 30 approved Semester Hours beyond Master's or 45 approved Quarter Hours*	Base of \$45,088.27
SCHEDULE IV: Master's Degree plus 60 approved Semester Hours beyond Master's or 90 approved Quarter Hours*	Base of \$48,638.88
SCHEDULE V: Doctorate	Base of \$49,704.20

The following steps are to be followed in computing a new faculty member's salary:

1. The faculty member is placed on one of the five schedules above according to academic degree earned. The degree must be in the subject area to be taught.
2. \$200 is allowed an incoming faculty member for each year of verifiable teaching experience (10 years maximum), and this total is added to the base on the appropriate schedule.

B. RETURNING INSTRUCTIONAL FACULTY NINE-MONTH CONTRACT FOR SEMESTERS FALL AND SPRING (For those faculty whose full-time contracts began prior to August 16, 2007):

For 2007-2008, returning faculty member's 2006-2007 contracted salary for nine (9) months (exclusive of any supplemental, substitute, overload, or unique or special contracts for instructional support services above and beyond the faculty member's usual contracted services to the College) will be increased by 3.25% on current salary or \$1,744.00, whichever is greater.

NOTE: No returning faculty member will earn less than the beginning salary for new faculty described in Section A., above.

*These hours must be approved by the District Provost as appropriate. Verification of these hours must be accomplished prior to September 15. Verification shall be on the basis of official transcripts. The placement on a different schedule will be effective retroactively to the beginning of the contract year (the beginning of the Fall Semester for teaching faculty as listed in Section A of the Full-Time Faculty Salary Schedule.) Placement verified after the September 15 date will not be effective until the beginning of the next contract year. Once a faculty member is qualified in his or her subject area, any additional graduate hours may be counted for placement on Schedule III (Master's degree plus 30 graduate semester hours) and Schedule IV (Master's degree plus 60 graduate semester hours).

C. RETURNING LEARNING RESOURCE FACULTY AND COUNSELORS ASSIGNED TO A BASIC CONTRACT OF 193 DUTY DAYS (For those faculty whose full-time contracts began prior to June 30, 2007):

For 2007-2008, the returning Learning Resource Faculty member or Counselor's 2006-2007 contracted salary for one hundred ninety-three (193) duty days (exclusive of any supplemental, substitute, overload, unique or special contracts for instructional support services above and beyond the faculty member's usual contracted services to the College) will be increased by 3.25% on current salary or \$1,755.80, whichever is greater.

D. NEW LEARNING RESOURCE FACULTY AND COUNSELORS ASSIGNED A BASIC CONTRACT OF 193 DAYS (For those faculty whose contract began on or after June 30, 2007):

Salary Amount = 9-month salary as described in Section A divided by the number of duty days in a 9-month contract (166 duty days) x the total number of duty days to be worked (193 duty days).

1. \$200 is allowed to an incoming Learning Resource Faculty member and Counselors for each year of verifiable teaching or related academic experience (10 years maximum), and this total is added to the base on the appropriate schedule.

E. SUPPLEMENTAL DAYS CONTRACT SALARY (DAYS CONTRACTED BEYOND THE PERSON'S NORMAL CONTRACT PERIOD BUT LESS THAN A FULL SEMESTER) (Effective 6/30/2007):

Salary Amount = 9-month salary divided by the number of duty days (166) in the 9-month contract x the total number of supplemental days to be worked.

F. SALARIES FOR FULL-TIME INSTRUCTORS USED AS SUBSTITUTES AND FOR SUPPLEMENTAL INSTRUCTIONAL HOURS (Effective 6/30/2007):

Bachelor's	= \$28.93 per contact hour
Master's	= \$30.58 per contact hour
Master's +30	= \$32.23 per contact hour
Master's +60	= \$33.97 per contact hour
Doctorate	= \$35.64 per contact hour

G. OVERLOAD PAY (Effective 6/30/2007):

Full-time professors are paid for additional teaching beyond their normal contractual commitments during a regular semester, and for all Summer A, Summer B or a Summer A and B combination full-semester teaching on a per-instructional hour basis. The amount of pay is determined by (a) the degree held by the professor, and (b) the number of instructional hours of the additional teaching, as determined in Article 6.2 of this Agreement.

<u>Degree</u>	<u>*Per Instructional Hour</u>
Bachelor's	\$634.00
Master's	\$708.00
Master's + 30	\$738.00
Master's + 60	\$751.00
Doctorate	\$783.00

*Compensation for portions of an instructional hour shall be computed by multiplying the rate for one instructional hour by the appropriate fraction to be paid of the instructional hour.

H. INDEPENDENT STUDY, INDIVIDUAL PRACTICA AND INDIVIDUAL COOPERATIVE INTERNSHIPS (Effective 6/30/2007):

Full-time professors will be paid \$200.00 per student up to \$1,200 for a group of six students. Any practica taught in groups of seven or more would be compensated according to the existing wage & salary schedule. These hours will not count toward total faculty load hours.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

The Edison College Faculty Federation recognizes that the College needs to address 6.4, Section B., which states the following:

Section B. An instructional hour is a calculation which is derived from credit hours and/or contact hours for a course. For purposes of calculation of instructional hours, the following will be used:

- (1) Lecture Hours--One instructional hour equals one lecture hour.
- (2) Engineering Labs--One instructional hour equals one and one-half lab hours.
- (3) Health and Wellness Activity Classes. One instructional hour equals 1.25 activity hours.
- (4) Art Studio hours, Learning Assistance Lab and Secretarial Science Labs (professor not always present)--One instructional hour equals three lab hours.
- (5) Applied music lessons--One instructional hour equals one and one-half hours of private lessons.
- (6) Professor supervised labs in Art, Astronomy, Interdisciplinary Science, Nursing, Emergency Medical Technology, Respiratory Therapy, Biological Sciences, Chemistry, Physics, and Geology (professor always present)--One instructional hour equals one lab hour.

The administration and ECFE have agreed to leave the aforementioned existing language in the contract on the condition that an ad hoc committee is formed during the 2007–2008 academic year to study this complex issue. The faculty and administration have had limited opportunity to examine best practices at other institutions or formulate a plan that would bring the Edison College lab hours in alignment with other programs.

Thus, the administration and ECFE are proposing the following:

Formation of an ad hoc committee including co-chairs (one administrator and one union official), two faculty, and one dean to research and review the lab hours issue.

At the end of the 2007–2008 academic year, the Ad Hoc Committee will have reviewed the science lab hours issue and completed these tasks:

- Studied best practices for science lab hours at other colleges and universities in Florida;
- Formulated a plan to bring Edison College's science lab hours in alignment with other institutions;
- Corrected curriculum for credit hour transfer and hours needed for completion of the BS in math/science education;
- Presented recommendations to the District Provost;
- Brought equity to workload assignments for faculty who are responsible for lectures and labs.

Marty Ambrose

Signature of Bargaining Unit Member

9-17-07

Date

Robert D. Jones

Signature of Management Representative

9-17-07

Date

MEMORANDUM OF UNDERSTANDING

The administration and Edison College Faculty Federation (ECFF) recognize the importance of the faculty evaluation process and how it impacts the harmonious functioning of the College. Evaluations can be a positive force when used to encourage faculty to continue in their professional growth and thereby improve the delivery of their professional services. However, the review of faculty within the evaluation process must reflect the nature of the individual's expertise and conform to reasonable expectations of job duties, professional development, and excellence in teaching. The faculty and administration have had limited opportunity to examine and reflect on the procedures of evaluation necessary for faculty review; yet, at the same time, both recognize the need for annual review of job performance while the evaluation process is being developed.

Thus, the administration and the ECFF are proposing the following:

1. General language in the Collective Negotiations Agreement in Article 7, proposing a Faculty Performance Review process.
2. A Pilot Professional Development Plan.
3. A Pilot Annual Performance Review Process for the 2007-2008 academic year, including End-of-Term Verification of job performance and professional development.
4. Formation of an ad hoc committee including co-chairs (District Dean of Instruction in Arts and Sciences and ECFF Chief Negotiator), one Professional Development Committee representative, two faculty, and two academic deans to research, review, and present a comprehensive process of evaluation.
5. An assessment of the Pilot Annual Performance Review by the aforementioned committee. It is agreed that these items will be included in the Edison College Faculty Evaluation Process.
 - A. Present a plan for the three-year cycle of comprehensive evaluation, including related processes and forms, such as student perception surveys, classroom observation form, teaching/assessment/continuous improvement portfolio, and faculty evaluation form.
 - B. Finalize Professional Development Plan.

- C. Present a plan for rank/promotion during the 2008-2009 academic year for possible pilot implementation in 2009-2010.

By the end of the 2007-2008 academic year, the Ad Hoc Committee will present their recommendations for Points A & B mentioned above, to the District Provost. By the end of 2008-2009, the committee will present their recommendations for Point C mentioned above, to the District Provost.

Marty Ambrose
Signature of Bargaining Unit Member

9-17-07
Date

Robert R. Jones
Signature of Management Representative

9-17-07
Date

MEMORANDUM OF UNDERSTANDING

The Edison College administration and ECFF agree to amend the contract language in Appendix B, Full-time Faculty Salary Schedule, Section C, and Section D, as per the negotiated contract 2007–2010.

However, the administration and ECFF agree to the following terms for the faculty members listed below:

<u>Name</u>	<u>Current Salary</u>
Shuluk, William	56,289.84
Dowd, Frank	55,740.24
Charles, Jane	50,043.84

If needed, up to six overload hours of pay will be given to these faculty to cover the Library during summer term. Three credit overload hours equal 60 clock hours, per faculty member listed above. This agreement is subject to review at the start of 2008-2009.

Because this contract may create some staffing ambiguities for the 2007-2008 academic year, the Learning Resources Faculty will work with their supervisor to staff the library in an optimal manner.

Marty Ambrose
Signature of Bargaining Unit Member

9-10-07
Date

[Signature]
Signature of Management Representative

9-17-07
Date