

ARTICLE 8: FACULTY RIGHTS

8.1. Non-Discrimination

- A. The College and the Union agree to comply with all federal, state and local laws prohibiting discrimination and mutually agree that neither will discriminate against any employee or applicant for employment, on the basis of sex, pregnancy, race, religion, age, national origin/ethnicity, color, marital status, disability, genetic information, or sexual orientation.
- B. Nothing in this paragraph will require the Union to process a grievance for non-Union members.

8.2. Non-Discrimination for Union Activity

- A. All bargaining unit members shall have the right to join or to refrain from joining the Union. Neither the College nor the Union shall discriminate against any employee covered by this Agreement because of Union membership or non-membership.
- B. Any claim or charge that the College or the Union is discriminating against a bargaining unit member on the basis of Union activity may be processed through the applicable grievance and/or arbitration procedure of this Agreement.

8.3. Representation

- A. A bargaining unit member with a reasonable expectation that he or she may face disciplinary action or be the subject of an investigation by the College that may lead to disciplinary action, has the right to request a Union representative at any meeting with College administration. The decision whether to represent or accompany a bargaining unit member who is not a member of the Union rests solely with the Union.
- B. The Union representative may not interfere with or obstruct the investigation, but shall have the right to speak privately with the employee and may ask questions or offer additional clarifying information during the interview.
- C. The College may permit representation, at its sole discretion, in any other meeting between a bargaining unit member and a supervisor.
- D. No bargaining unit member shall be disciplined or discriminated against for exercising these rights to representation.

8.4. Right to Privacy

An employee has the right to privacy with regard to his/her personal and/or private life, unless his/her actions adversely affect the legitimate interests of the College.

8.5. Personnel Files

- A. There shall be one official personnel file for each bargaining unit member. The official file shall be maintained by the College's Office of Human Resources pursuant to §1012.81, Florida Statutes, and other applicable laws and regulations.

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- B. Anonymous complaints may be entered into or maintained in the bargaining unit member's personnel file pursuant to Article 17.2.E or as otherwise required by law.
- C. Bargaining unit members shall be permitted to examine the contents of their official personnel file. Members shall have the right to answer or respond to any material in their official personnel file and to attach such responses pursuant to the laws of the State of Florida.
- D. Bargaining unit members shall have a right to a copy of their official personnel file including limited-access records and shall be responsible for the duplication costs thereof at the rate of \$.15 per page or \$.20 per two-sided page unless available and provided in an electronic format.

8.6. Faculty Offices

- A. The College shall provide each bargaining unit member with a lockable office with minimum furnishings. Offices shall meet or exceed minimum size requirements as required by applicable state statutes, administrative rules, and/or state space utilization policies/procedures. In the event remodeling or similar circumstances necessitate temporary reassignments, temporary exceptions to this section may be made for the duration of the circumstances, provided the temporary reassignment provides minimum furnishings whenever possible. Minimum furnishings shall include the following.
 - 1. Lockable desk
 - 2. Lockable file cabinet
 - 3. Bookshelf
 - 4. Desk chair
 - 5. Two student chairs
 - 6. Phone with voicemail capabilities
- B. Bargaining unit members will have unimpeded access to their offices during normal operating hours on days of normal campus operations. If access is needed after normal operating hours, the bargaining unit member shall request access in accordance with the posted schedule for each location by contacting the campus security office. Upon verification of faculty identification, such request shall not be unreasonably denied.
- C. The College shall provide each bargaining unit member a computer, which shall remain the property of the College, and internet access. At the reasonable request of the bargaining unit member this may be a desktop or a laptop computer (PC or, when approved by the applicable dean, Apple platform) with docking station and external keyboard, monitor, and mouse. The College will also provide network access both on and off campus, Internet access on campus, and reasonable access to a printer as close as practicable to the bargaining unit member's on-campus office. The College shall upgrade individual bargaining unit members' computer technology as needed for adequate fulfillment of their job duties, subject to budgetary limitations and operational needs of the College.
- D. The College shall provide a telephone for each bargaining unit member's office. The use of telephones by the bargaining unit member shall be in accordance with College policies and procedures. The Parties recognize and acknowledge Section 934.03, Florida Statutes.
- E. The College and the bargaining unit member shall take reasonable precautions to safeguard the security of College property.


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8.7. Parking

On each campus the College shall provide off-street parking facilities for bargaining unit members. The Administration shall provide these facilities free of charge and within a reasonable distance of each building where faculty offices are located. The Administration will use reasonable best efforts to keep the parking areas maintained, lighted, and protected with security.

8.8. Access to College Mail

- A. The College shall make its internal mail service available to each bargaining unit member. Each member will be provided a mailbox or other appropriate mail pickup location at their assigned campus and will have access to their mail through mail service personnel during normal operating hours of the College.
- B. The College will provide an email account and access to each bargaining unit member. At a minimum, email access shall be provided in the member's office and via the Internet or virtual private network (VPN) from off campus.

8.9. Outside Employment

- A. The College recognizes that bargaining unit members may engage in outside employment and consultant activities. A member shall avoid conflict, or appearance of conflict, between their personal interest and the interest of the College in dealing with any organization or individual having, or seeking to have, any business, or other relationship with the College or with any organization or individual whose objectives or interests may be adverse to the College's interests. Bargaining unit members shall not engage in outside employment or self-employment which:
 - 1. Conflicts with required work hours at the College.
 - 2. Adversely affects College job performance.
 - 3. Might reasonably be considered to conflict with College goals and objectives in the community.
- B. Faculty members who engage in outside employment or self-employment shall be subject to applicable College policies, and shall:
 - 1. Disclose to the College such outside employment or business interest;
 - 2. Attest that such outside employment or business interest will not in any way interfere with his/her duties at the College or otherwise constitute a conflict of interest;
 - 3. Assure that the employee shall not claim to be a College representative in connection with the outside employment or business interest; and
 - 4. Assure that the employee shall not utilize the College name, logo, or other official documents of the College without prior specific approval of the President.
- C. Faculty who engage in employment outside of the College will provide to their immediate supervisor written notice of such employment as soon as practicable, but in no event later than ten (10) business days after the start of such employment.

8.10. Consultant Fees

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A faculty member shall have the right to any consultant fees earned which are not in violation of the laws of the State of Florida. When employed as consultants by outside agencies, faculty must take appropriate paid or unpaid leave in accordance with College policies and procedures.

8.11. Legal Assistance

Legal assistance shall be provided to a bargaining unit member when they have become involved in a legal issue and the College President or her/his designee determines, after investigation, that action taken by the member was justifiable and occurred in the normal course and scope of duties of his employment. The specifics of such assistance will be determined at the discretion of the College President and pursuant to law.

8.12. Safety and Security

- A. Faculty members may enforce classroom or online behavioral expectations as set forth in their syllabi, approved and consistent with the College's syllabus template, as it exists from time to time, student handbook and college policy.
- B. Class Disruption. A bargaining unit member may temporarily dismiss a student from class for one class period for disruptive behavior. A bargaining unit member may request of his or her immediate supervisor that a student who consistently and willfully acts in such a manner as to disrupt the course and interfere with other students be removed from a course.
- C. Immediate Threats. A bargaining unit member who reasonably believes that circumstances, including but not limited to, a disruptive student, pose an immediate threat to the safety of the faculty and/or others and that an emergency exists, shall immediately call 9-1-1 and notify College security.

8.13. Duplication Facilities

The College shall provide duplication facilities and materials for work-related purposes associated with the bargaining unit member's contractual duties. Duplication facilities and materials shall be available at each campus at no cost to the member for work-related purposes. The College shall permit the member to oversee the duplication of his/her tests.

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