

ARTICLE 8

THE TEACHING AND SERVICE ENVIRONMENT

8.01 Lounge Facilities

The College will maintain food service facilities as long as the College determines them to be economically feasible. Current dining rooms, restrooms, and lounge facilities will be maintained subject to future facilities management needs. Use of these facilities shall be subject to usual College scheduling policies and procedures.

8.02 Parking

The College shall provide without cost adequate off-street reserved parking areas, properly maintained, designated, and enforced.

8.03 Safety and Comfort

Faculty members will not be required to work under hazardous or unsafe conditions which might endanger their health, safety, or well-being. Where hazardous substances or materials exist, the provisions of the Florida "Right-to-Know" law shall prevail. Classrooms and offices shall be maintained at temperatures designated in accordance with state energy guidelines when mechanically and economically feasible.

If, in the opinion of the faculty member, the learning climate may be improved by relocating his or her class, the faculty member may request relocation of the class with his or her immediate supervisor.

Current provisions for supplying faculty members with protective glasses, laboratory aprons, jackets, gloves, and any other safety equipment required for special laboratory situations shall be maintained at College expense within fiscal restraints.

8.04 Office Assignments

The College will endeavor to provide private office space to every full-time faculty member, subject to future facilities management needs and appropriate funding. The College will endeavor to the best of its ability to maintain office space in a manner that will protect the health and property of the faculty member.

When a faculty office becomes available for reassignment, full time faculty members within that department shall have the right to request assignment to that office. In the event that more than one faculty member requests the space, assignment shall be made based first upon seniority.

8.05 Office Security

The parties agree that faculty offices are assigned to the faculty member by the College, and the College recognizes that a certain level of privacy accompanies this arrangement. Therefore, another College staff member will not enter a faculty member's office without permission from, or prior arrangement with, the faculty member unless there is an emergency or compelling reason to do so.

The College will continue to provide security personnel for protection of College facilities. Access to faculty members' desks, office files, computer files, voice-mail files, and e-mail files

shall be only with the authorization of the appropriate faculty members, barring unusual and extenuating circumstances. The parties agree that alleged misconduct on the part of a faculty member constitutes an unusual circumstance or compelling reason that may require the College to authorize personnel other than the faculty member to access such faculty member's office, desk or files. Information obtained from voice-mail, e-mail or computer files in the course of college-wide network maintenance shall be treated as confidential.

8.06 Access to Offices and Classrooms

When the College is not in session, faculty members will have access to College buildings when assigned a designated key for their offices and classrooms, subject to safety and security constraints and protection of public property. Faculty members who access these areas after regular College operating hours will notify security personnel.

8.07 Assault, Battery, Threats, and Safety

The College and the Association join in deploring any form of conduct within the College environment which involves a danger or threat of bodily harm to any person, and express their willingness and mutual desire during the term of this Agreement to seek and implement ways and means of preventing or addressing such conduct. Any work-connected instance of assault, battery, or threat of bodily harm upon a faculty member shall be reported to the appropriate administrator immediately. The resources of the Public Safety Department should also be resorted to in case of assault, battery, threat of bodily harm, or threat to the physical safety of faculty members and students. Upon receiving such a report, the administrator shall promptly proceed to ascertain the pertinent facts and take appropriate action which may include the removal, transfer, or administrative withdrawal of a student from a class. If the situation involves a student, a consultation with the faculty member and student may be held. The faculty member shall file a written report of the incident with his or her appropriate administrator within five (5) working days of the incident. The faculty member will be promptly notified of all administrative decisions concerning this matter. Although the parties cannot address fine points of law in this Agreement, they express their awareness that an individual faculty member has the right of self-defense within the limits of applicable law and regulations.

8.08 Class Disruption

A faculty member may dismiss a student from a particular meeting of a particular class if the student is so disrupting the class as to make it impossible for the faculty member to serve the remaining members of the class effectively, provided that the faculty member shall be accountable to the College for the reasonableness of his or her action. The faculty member shall as soon as practicable following the end of the class meeting in which the action was taken, report the matter to the immediate supervisor. If requested by the College, the faculty member shall also provide a written report within ten (10) working days of its occurrence. A faculty member may request that the College permanently bar a student from a given class for being disruptive, but that decision shall lie within the discretion of the College.

8.09 Materials, Supplies, and Equipment

Faculty members shall be supplied, without cost, adequate equipment, computer hardware and software, materials, access to copies, supplies, books, and clerical assistance as necessary to fulfill their responsibilities. Immediate supervisors and faculty members will work together to ensure that the needs of students are met in a timely manner. A faculty member who is dissatisfied with the response to a request for such may submit the request in writing to his or her immediate

supervisor for transmission to the next level in the instructional administration. The College will make the final determination in the best interest of the mission of the College.