

# **Collective Bargaining Agreement**

between the

St. Johns River State College Board of Trustees

& the

United Faculty of Florida



January 1, 2020 - January 1, 2023

CBA #1

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1     **Article I.                   Recognition**

2     The St. Johns River State College Board of Trustees (“Board” or “Employer”) recognizes the United  
3     Faculty of Florida (“UFF” or “Union”) as the sole and exclusive collective bargaining agent for all  
4     bargaining unit members of the full-time teaching faculty of St. Johns River State College (“College”) in all  
5     matters concerning wages, hours, and terms and conditions of employment and any other mutually  
6     agreeable subjects of collective bargaining. The Board agrees not to negotiate with or otherwise recognize  
7     any organization purporting to represent employees of this bargaining unit for purposes of collective  
8     bargaining other than UFF.

## Article II. Definitions

**ADD TO AND REVIEW AS WE GO** Unless explicitly Stated otherwise in this Agreement, the terms defined in this section shall have the meaning or reference indicated throughout this Agreement:

- A. Administration – Those employees designated by the Board as administrators.
- B. Administrator – An employee so designated by the Board, whose duties include the supervision and evaluation of other employees, recommendation for employment and termination of other employees, and management of College resources and facilities.
- C. Agreement – This contract between the Board and UFF.
- D. Bargaining Unit – All employees of the College whose terms and conditions of employment are governed by this Agreement (see the Public Employees Relations Commission certification number 1955, so ordered by EL-2018-031 on March 14, 2019).
- E. Board/BOT – The District Board of Trustees (BOT) of St. Johns River State College.
- F. Classroom – Either a physical or virtual space in which instruction takes place.
- G. College – St. Johns River State College.
- H. College President – The President of the College as designated by the Board.
- I. Contract—DISCUSS CALENDAR DAYS for 9-month, 10-month, 11-month and 12-month contracts.
- J. Contract Year – The period from July 1 of a given year to June 30 of the following year.
- K. Daily Rate of Pay – DISCUSS.
- L. Day – A day during which the College operates and conducts business as designated on its Calendar.
- M. Hourly Rate of Pay – The Daily Rate of Pay divided by six (6).
- N. Leave of Absence – Authorization for an employee to be absent from duty for a specified time, ordinarily without negative impact on pay, seniority, benefits, and other terms and conditions of employment.
- O. Members of UFF: Official dues-paying members of United Faculty of Florida. While every employee in the bargaining unit is covered by this Collective Bargaining Agreement between UFF and SJR State BOT, UFF represents only dues-paying UFF members in grievance/arbitration hearings, investigations and lawsuits.
- P. Overload– A section of a course assigned to a faculty member who has already fulfilled his or her fifteen contact-hour teaching load.
- Q. Public Employees Relations Commission – (PERC) The Commission holds hearings and resolves disputes about the composition of bargaining units and alleged unfair labor practices, as well as designates special magistrates for impasse resolution.
- R. United Faculty of Florida (UFF), affiliated with the Florida Education Association (FEA), National Education Association (NEA), American Federation of Teachers (AFT), and the American Federation of Labor and Congress of Industrial Organizations

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(AFL-CIO). The UFF-St. Johns River State College chapter is also known as UFF-SJR State.

S. Work/Contact Hours

1. Clock Hour – Sixty (60) minutes
2. Office Hour – Sixty (60) minutes
3. Contact Hour – Fifty (50) minutes
4. Laboratory Contact Hour – Fifty (50) minutes
5. Clinical Contact Hour – Fifty (50) minutes
6. Semester/Credit Hour – The unit of course credit as specified in the College catalog

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# **Article III. General Provisions**

## **Section 1. Duration of Agreement**

- A. This Agreement shall be effective as of January 1, 2020 and shall remain in force and effect through January 1, 2023 or until a successor agreement is ratified by the parties.
- B. Each party shall be entitled to open two (2) articles per year for collective bargaining amendments each year of the agreement. Negotiations over amendments may be requested by either party before October of the contract year. Additional articles may be opened only with the mutual agreement of the parties except where specified otherwise elsewhere in this Agreement.

## **Section 2. Supremacy and Severability**

- A. This Agreement shall supersede any prior agreements between the parties and any rules, regulations, policies, practices, or procedures of the Board with which it may conflict.
- B. If any provision of this Agreement is found by a court of competent jurisdiction to be contrary to State or federal legislation or regulation, the provision shall be modified to the minimum extent necessary to achieve compliance with the relevant statute(s) or regulation(s). The remaining provisions of this Agreement shall remain in full force and effect.

## **Section 3. Non-Assignment**

The rights, duties, and obligations of the Board and UFF included in this Agreement shall not be assigned or transferred without the written consent of both parties.

## **Section 4. Waiver**

Except as specifically set forth elsewhere in this Agreement, the parties may mutually agree upon any method for achieving goals or for resolution of any question, controversy, claim, or matter of difference regarding this Agreement or the performance or breach of any part thereof. Failure of either party to require performance by the other party of any condition of this Agreement shall not affect the requirements of the parties to perform it at any time thereafter, nor shall the waiver of any alleged breach of a term or condition of this Agreement be a waiver of said term or condition thereafter.

## **Section 5. Non-Discrimination**

- A. The Administration shall not discriminate against any employee covered by this Agreement on account of Union membership or activity in support of UFF. Nothing in this Agreement shall be construed to deny or restrict members of UFF's bargaining unit any rights they may have under applicable State or federal laws or regulations.
- B. St. Johns River State College does not discriminate against any person in its programs, activities, policies or procedures on the basis of race, ethnicity, color, national origin, marital status, religion, age, gender, sex, pregnancy, sexual orientation, gender identity, genetic information, disability, or veteran status.

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**Section 6. Contract Printing and Distribution**

The College shall print (in-house if practicable) enough copies of this Agreement, and any Amendments, for distribution to the entire bargaining unit members and administrators with supervisory or enforcement authority. The Administration and UFF shall make an electronic version of the Agreement available on the College and UFF websites.

**Article IV. UFF Rights****Section 1. Dues Deduction**

- A. The Administration agrees to deduct UFF dues from the wages of those employees who have completed written authorization for such deductions.
- B. The employee's authorization shall continue to be in effect unless cancelled by written notice to both UFF and the Board. The notice must be received by both UFF and the Board at least thirty (30) days prior to the effective date of the cancellation.

**Section 2. Use of Facilities**

- A. UFF shall have the right to use College facilities and equipment at reasonable times when such use does not interfere with official College business.
- B. UFF shall have the right to use without cost the internal College mail system, including e-mail, to communicate with members of its bargaining unit. UFF shall be provided access to any and all College e-mail distribution lists which include members of its bargaining unit.
- C. UFF shall be provided the opportunity to give a brief "UFF update" at department, campus and/or college meetings at reasonable times when such use does not interfere with official College business.
- D. The Administration shall provide UFF access to bulletin boards on each campus in each building where members of its bargaining unit regularly perform work.

**Section 3. Locked Filing Cabinet**

The Administration shall permanently assign a four-drawer lockable filing cabinet for the exclusive use of UFF. The filing cabinet shall be accessible only to those designated by the UFF-SJR State President except in the event of an emergency, in which case emergency access or relocation may be made necessary by College safety and security officers. The filing cabinet shall be located on the SJR State St. Augustine campus.

**Section 4. Access to Faculty**

- A. If the College conducts a campus-wide or College-wide orientation for newly employed faculty, UFF may, at its sole discretion, make a presentation and provide a packet of information to be distributed with orientation materials. The Administration will notify

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UFF of the date of such orientation and number of participants not less than three (3) weeks prior to the orientation.

- B. If the College conducts a campus-wide or college-wide meeting, in-service, or professional development day or event for faculty members, UFF may, at its discretion, make a presentation and provide an information packet to be distributed with the program materials. In the event UFF wishes to hold a faculty meeting or event during such an event as described above, the College shall include such information in the program of events upon request by UFF.

## **Section 5. Access to Information**

- A. The Administration shall furnish to UFF, upon request, any available information in its possession or custody not privileged or confidential under applicable law which is pertinent to UFF's fulfillment of its role as the certified bargaining agent at no cost to UFF.

- B. The Administration agrees to furnish UFF the following items without cost:

1. The College Operating Budget and any amendments or changes thereto, concurrent with their submission to the Board;
2. The complete agenda for each regular and special meeting of the Board including all supporting documents and routine faculty personnel recommendations, concurrent with their submission to the Board;
3. The minutes of each regular and special Board meeting and Board workshop, concurrent with their submission to the Board;
4. Information, upon request, concerning the College's financial activities;
5. The Annual Financial Report, concurrent with its submission to the Florida Auditor General, including any drafts submitted;
6. One week before the first day of classes in each Fall and Spring semester, an updated list of members of UFF's bargaining unit including the following information for each person:
  - a. Name
  - b. Campus
  - c. College
  - d. Department
  - e. E-mail address
  - f. Home address
  - g. Campus address (Building and room #)
  - h. Campus phone number
  - i. Home phone number
  - j. Job title
  - k. Date of birth
  - l. Date of hire
  - m. Date of continuing contract award if applicable
  - n. Years of experience credited for salary

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- o. Degree status
  - p. Base salary
  - q. Any supplemental compensation
7. Notification via email of any retirements, resignations, deaths or transfers out of the bargaining unit on a monthly basis.
  8. All policies, procedures, employee handbooks relevant to members of UFF's bargaining unit, student handbooks, and any amendments or changes thereto, concurrent with their publication to administrators or on the College's website.

## **Section 6. Consultation with the College President**

The College President shall meet at least once per semester with the UFF-SJR State President to consult on matters of concern at a time convenient to both parties. Such meetings shall not be construed as a substitute for the collective bargaining process or the grievance procedure.

## **Section 7. Release Time**

- A. The College shall provide a total of six (6) contact hours of release time in each term to one or more faculty members designated by UFF to engage in activities related to collective bargaining and contract enforcement. An additional three (3) contact hours of release time shall be provided to UFF's designated Chief Negotiator in each semester during which the parties bargain for a successor agreement.
- B. UFF shall notify the Administration in writing of its designee(s) to receive release time no less than sixty (60) days before the first day of classes in each term.
- C. In addition, the College shall provide release time to any faculty member directly involved in the negotiation and enforcement of this Agreement during regular working hours.
- D. Faculty members using release time pursuant to this section shall retain all rights and privileges afforded to other faculty members under this Agreement and any rules and policies of the College and/or Board except where specifically noted in this Agreement.

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## **Article V. Grievance Procedure**

### **Section 1. Purpose**

The purpose of this procedure is to secure prompt, just, and efficient resolution of grievances. The parties agree that grievances should be resolved at the lowest possible level. To these ends, the parties shall make available to one another all known facts and information pertinent to any pending grievance, without cost, to facilitate resolution of grievances. This procedure shall be the sole and exclusive method of resolving all grievances that arise under this Agreement.

### **Section 2. Definitions**

- A. Grievance – an alleged violation by the Administration or one of its agents or representatives of one or more articles or sections of this Agreement or past practice.
- B. Grievant – the member(s) of UFF's bargaining unit, or UFF itself, alleging a grievance.
- C. Grievance Form – the form provided in Appendix A to be used for all filings, responses, and escalations of grievances.
- D. UFF Representative – an individual designated by UFF to represent and act for and on behalf of the grievant throughout the grievance procedure.
- E. The moving party – the Administration when the grievance challenges disciplinary action, UFF otherwise.

### **Section 3. Process**

- A. Informal step: a grievant shall first informally discuss their grievance with their immediate supervisor when possible. If not satisfied at the outcome of the informal discussion, the grievant may file a formal Level I grievance with their immediate supervisor within ten (10) days of the date of the informal discussion.
- B. Level I: upon receipt of the grievance form, the immediate supervisor shall have ten (10) days to provide a written disposition to the grievant sustaining or denying the grievance. If not satisfied at the outcome of Level I, the grievant may appeal the decision by filing a Level II grievance with the Administration within ten (10) days of the date of receipt of the Level I written disposition.
- C. Level II: upon receipt of the grievance form, the President or his/her designee shall have ten (10) days to meet with the grievant to discuss the appeal. The President or his/her designee shall then have ten (10) days to provide a written disposition sustaining or denying the grievance in whole or in part. If not satisfied at the outcome of Level II, UFF may escalate to Level III (arbitration) within ten (10) days of the date of receipt of the Level II written disposition.
- D. Level III: The final step of this grievance procedure is arbitration before a neutral third-party.

1. Once a grievance is escalated to Level III, the parties may confer to mutually agree on an arbitrator. Otherwise, the moving party shall file a request with either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Services (FMCS) for a panel of arbitrators. The

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arbitration shall proceed according to the rules of the agency supplying the panel in all respects not inconsistent with this Agreement. In the event the parties select an arbitrator through striking of names, the moving party shall strike first unless the parties mutually agree otherwise.

2. Once selected, the arbitration will proceed in accordance with reasonable requests and orders of the arbitrator. The hearing shall be scheduled as soon as practicable and shall be held within either Putnam, Clay, or St. Johns Counties, Florida, unless the parties mutually agree otherwise. The moving party shall be the first to present its case. Release time shall be granted to the grievant and to any witnesses called by UFF.
3. Issues of arbitrability must be raised within ten (10) days of the arbitrator's official appointment and are within his or her sole jurisdiction to resolve. When possible, the arbitrator shall conduct a hearing via conference call to determine arbitrability and shall issue a decision on arbitrability within fifteen (15) days. The fifteen (15) day timeframe may be extended by mutual agreement of the parties. If the grievance is deemed not arbitrable, it shall be referred to the parties without decision or recommendation on its merits.
4. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement. The arbitrator's jurisdiction shall be over the interpretation and application of this Collective Bargaining Agreement and documents referenced herein with respect to the issues submitted for arbitration. The arbitrator's decision shall be final and binding upon the parties.
5. All fees and expenses mutually incurred pursuant to arbitration shall be equally shared by the parties. Each party shall itself bear the costs of preparing and presenting its case.

#### **Section 4. Other Provisions**

- A. A reasonable effort should be made to expedite the process before time limits are reached, however the time limit at each step is the maximum. Time limits may be extended by mutual agreement.
- B. A grievance may be withdrawn at any time during any step of the process.
- C. If an individual faculty member attempts to file a grievance without a designated UFF representative, the Administration shall notify UFF as soon as practicable. Under no circumstance shall the Administration permit an individual faculty member to access the grievance or arbitration mechanisms of this Agreement over the objections of UFF. The outcome of any grievance in which UFF chooses not to intervene shall create no practice or precedent with respect to the interpretation or application of this Agreement.
- D. If a grievance affects faculty members under multiple supervisors or arises out of a decision not within the power of a faculty member's immediate supervisor to alter, UFF may initiate the grievance process at Level II.

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## **Article VI. Discipline**

### **Section 1. Just Cause and Disciplinary Actions**

- A. Discipline is intended to be corrective, progressive and shall be for just cause.
- B. An employee shall be entitled to due process and an impartial investigation prior to a warning or formal discipline being issued. The intent of a meeting, conference or interview concerning a disciplinary action shall be disclosed to the faculty member prior to the meeting.
- C. Discipline shall be justifiable, administered fairly and objectively, and reasonably related to the extent of the offense.
- D. Discipline for successive instances of related misconduct shall be progressive as follows: verbal warning, documented warning, written reprimand, suspension with pay, suspension without pay, return to annual contract (if applicable), and termination. Serious misconduct may result in the bypassing of one or more steps of progressive discipline.

### **Section 2. Procedures**

- A. The steps of progressive discipline shall adhere to the following guidelines:

1. Verbal warning – A verbal warning is an informal notification to a faculty member of specific behavior that is inappropriate or contrary to an established rule, policy, or common professional practice. A verbal warning shall include a discussion of the suggested steps necessary to correct the behavior.
2. Written warning – A written warning is an informal notification to a faculty member of specific behavior that is inappropriate or contrary to an established rule, policy, or common professional practice. A written warning shall outline the steps in writing necessary to correct the behavior (hand delivered).
3. Written reprimand – A reprimand is the next step if corrective action is not taken or repeated violations occur. At the time the reprimand is given or within twenty (20) days thereafter, a conference shall be held with the faculty member and his or her UFF representative (when applicable) to review the undesirable behavior and establish expectations for future conduct.
4. Suspension – A faculty member may be suspended with or without pay by the Board upon the written recommendation of the College President following the faculty member's receipt of a Notice of Intent to Discipline pursuant to paragraph B below.
5. Return to annual contract/dismissal – A faculty member with continuing contract may be returned to annual contract status for up to three (3) years, or dismissed, upon the Board's approval of a written recommendation for such from the College President following the faculty member's receipt of a Notice of Intent to Discipline pursuant to paragraph B below.

- B. When the President or designee intends to recommend that the Board impose a suspension without pay, return to annual contract, or dismissal, the affected employee shall be provided with a Notice of Intent to Discipline and the reasons therefore, and

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shall have the right to an informal hearing before the Board prior to the Board's action on the recommendation.

1. The notice shall be delivered either via certified mail with return receipt requested or in person with written documentation of receipt obtained. Email shall not be used for disciplinary warnings, reprimands or notices.
  2. The notice shall advise the faculty member of the date, time, and location of the meeting in which the Board will act upon the President's recommendation and of their right to an informal hearing before the Board.
  3. The notice shall advise the faculty member of their right to challenge the action through the Grievance process in this Collective Bargaining Agreement.
- C. Nothing in this article shall be construed as a waiver of the Administration's right to remove an employee from duty without loss of pay or benefits pending the outcome of an investigation.

### **Section 3. Other Provisions**

- A. Anonymous complaints shall not be used as evidence to establish discipline.
- B. When an allegation of misconduct or other complaint against a faculty member is investigated by the Board, the employee shall be notified of the nature of the complaint prior to any investigatory interview taking place. The identity of the person making the complaint shall be included in the investigator's final report, along with the date, time, and location of alleged offense.
- C. A bargaining unit member shall have the right to consult with and be represented by a representative of his or her choice (including legal counsel) at any meeting he or she reasonably believes may result in or be used to establish grounds for discipline and throughout any formal disciplinary proceeding. This right is also known as "Weingarten Rights."
- D. A bargaining unit member shall have the right to respond to any disciplinary action in writing and have that response attached to the report of discipline. If any material is found through mutual agreement, grievance process, or court proceeding to be inaccurate or inappropriate, that finding shall be documented in the official personnel file of the bargaining unit member and the inaccurate or inappropriate material shall be removed from the personnel file.
- E. No reprimand or discipline shall be discussed with a faculty member or representative in the presence of students or any other individuals not involved in the events giving rise to discipline.
- F. When the result of disciplinary action is a loss of rank or pay, implementation of the lower rank or pay shall not take effect until the Grievance Procedure is exhausted or waived.
- G. Training

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1. SJR State BOT Supervisors and UFF members involved in collective bargaining and grievance handling will participate in free training from the Federal Mediation and Conciliation Service or its equivalent as soon as possible after ratification of this agreement.
  2. The SJR State Board of Trustees shall train all employees in supervisory positions on disciplinary procedures and dispute resolution, so supervisors can fairly and appropriately resolve conflict or implement corrective action if/when necessary. Training shall include but is not limited to:
    - conducting a fair and confidential investigation, Weingarten rights (the right to UFF representation in disciplinary meetings), determining just cause and the appropriate discipline, as well as conflict resolution.
- UFF will provide any employee in the bargaining unit copies of this article and contract education. UFF will provide UFF members with training on disciplinary procedures and conflict resolution. Training shall include but is not limited to fair and confidential investigations, Weingarten rights (the right to UFF representation in disciplinary meetings), just cause and the appropriate discipline, as well as conflict resolution.

## Article VII. Reduction in Force

### Section 1. General Provisions

**A.** A reduction in force ("RIF" or "layoff") is an involuntary separation of one or more employees from their employment due to a financial exigency or lack of work. The parties recognize both the Administration's right under F.S. 447.209 to initiate layoffs, and UFF's right to negotiate the impact of such decisions and to file a grievance where such decisions are alleged to violate provisions of this Agreement. The parties further recognize that the interests of students, faculty, the College and the public are best served by cooperation between UFF and the Administration to seek alternative solutions to layoffs.

**B.** The Administration will notify UFF not less than six (6) months prior to an anticipated layoff. Following the notice and upon request from UFF, the parties will meet in reasonable times and places to generally discuss the decision and to negotiate any impacts.

**C.** Any employee released from employment under this Article shall receive full salary and benefits guaranteed under this Agreement and any rules, regulations, or policies of the Board, until the established ending date of his or her contract.

**D.** No employee shall be subject to layoff while there is a vacancy for which the employee is credentialed and qualified. No continuing contract employee shall be subject to layoff while there is a non-continuing contract employee holding a position for which the continuing contract employee is credentialed and qualified. Placement of an employee into a different position as a result of layoffs shall be treated as an involuntary transfer in all respects not explicitly specified in this Article.

**E.** An employee designated to be released from employment under this Article shall receive notice of not less than 120 days prior to the effective date of release.

### 3. Layoff Considerations

If layoffs within an academic unit are necessary, the employee(s) in said academic unit with the fewest RIF points shall be laid off until layoffs are no longer necessary. RIF points are calculated as follows:

- |  |           |
|--|-----------|
| 1. Continuing contract status:   | 30 points |
| 2. Each year of full-time employment (regardless of break-in-service): | 1/2 point |
| 3. Academic credentials  |           |
| a. Doctorate (or other appropriate terminal degree):                   | 6 points  |
| b. Master's + 30:  | 5 points  |
| c. Master's:   | 4 points  |
| d. Bachelor's:   | 3 points  |

**A.** In the event of a tie between two or more employees, said employees shall be ranked according to overall performance evaluation results over the last three (3) years. Additional years may be considered, one year at a time, if necessary to break ties.

### 4. Recall

Faculty members who are released from employment pursuant to this Article shall have right of first refusal to be recalled to any subsequently posted vacant position at the College for which they are credentialed and qualified.

Recall of laid off faculty members shall abide by the following procedures:

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- 1       **1.** When a bargaining unit vacancy is posted, e-mail notification shall be sent to all laid off employees at  
2       their last known e-mail address.
- 3       **2.** If one laid off employee applies for the position who is credentialed and qualified, he or she shall be  
4       offered the position.
- 5       **3.** In the event there is more than one such applicant, the position shall be offered to the applicant  
6       with the most RIF points. The Administration may further advise each other applicant of the  
7       number of recall applicants under this Article and his or her position among such applicants with  
8       respect to RIF points.
- 9       **4.** Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after  
10      the date of offer and shall take effect no later than the beginning of the semester following the date  
11      the offer was made. UFF shall be notified of all such offers of re-employment.
- 12      **5.** If the offer of re-employment is rejected, the laid off employee shall receive no further recall  
13      consideration under this Article.

14   If the offer of re-employment is accepted, the laid off employee shall resume at the same rank, the same  
15   contract status, and a salary no less than he or she held at the time of layoff.

## **Article VIII. Evaluations and Continuing Contract**

### **Section 1. Evaluations**

**A. First Year Instructional Faculty.** During the first year, the dean/director will schedule a classroom observation with the faculty member and evaluate the faculty member's performance using Instructor Evaluation Form (see [Appendix LINK](#)). The faculty member's performance will be rated as "Satisfactory" or "Needs Improvement." Following the observation, the dean/director will schedule a conference with the faculty member to discuss the information in the Instructor Evaluation Form. At which time the faculty member may request that any inaccurate information be changed. Faculty members have the right to submit a written rebuttal to correct factual errors as well as grieve the periodic review through the grievance process of this Collective Bargaining Agreement. Once agreement upon the information in the Instructor Evaluation Form ([APPENDIX LINK](#)) has been reached, the dean/director will report the results to the appropriate Vice President and to Human Resources.

**B. Full-Time Faculty on Annual Contracts.** Full-time faculty (including Advisors and Librarians) not on continuing contract will be evaluated by the appropriate Vice President, Associate Vice President, Dean or their designee during their first year of employment and at least once every three years thereafter unless applying for Continuing Contract. Full-time faculty wishing to be considered for Continuing Contract must be evaluated for three consecutive years prior to application for Continuing Contract. Faculty members intending to apply for Continuing Contract should notify the appropriate Vice President. Instructional faculty on annual contracts will be evaluated as described above. ([APPENDIX LINK](#))

**C. Faculty on Continuing Contract.** In order to contribute to the continual growth and development of faculty, faculty on continuing contract will be observed by the immediate supervisor as necessary but at least once every three (3) years. The observation will be followed by a conference to discuss the observation. The results of the observations will be incorporated in writing as a part of the professional portfolio which will be submitted for assessment by the appropriate dean/director and/or academic or workforce education Vice President every six (6) years. The appropriate dean/director and academic or workforce education Vice President will make a recommendation regarding the evaluation of performance and portfolio. These periodic reviews of continuing contract faculty shall use the same criteria established for the initial award of continuing contract contained in this Collective Bargaining Agreement. ([APPENDIX LINK](#)) Applicants have the right to submit a written rebuttal to correct factual errors as well as grieve the periodic review through the grievance process of this Collective Bargaining Agreement.

### **Section 2. Eligibility for Continuing Contract**

**A.** To be eligible for a Continuing Contract, a full-time faculty member must have met the following minimum requirements:

(1) Completion of five (5) years of satisfactory service at St. Johns River State College during a period not in excess of seven (7) years with such service being continuous except for leave duly authorized and granted.

(2) Recommendation by the Continuing Contract Screening Committee and approval by the Board of Trustees for continuing contract status based on successful performance of duties and demonstration of professional competence.

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B. Full-time faculty members who have not met the educational qualifications required by SACS and the College in his or her teaching field will not be considered for recommendation for a continuing contract. Likewise, full-time faculty who have not met the requirements for continuing professional education as required by the College will also not be considered for recommendation for a Continuing Contract.

### **Section 3. Continuing Contract Screening and Application Process**

#### **A. Continuing Contract Screening Committee**

The President shall not reject the recommendations of the Continuing Contract Screening Committee arbitrarily or capriciously. The Continuing Contract Screening Committee shall include:

- (1) Three (3) faculty members on Continuing Contract from the applicant's department or a closely related field. The chair shall be selected by and among the three faculty members by consensus or a vote.
- (2) The appropriate academic or workforce education Vice President.
- (3) The Dean, Associate Dean, Director, and/or direct supervisor in the applicant's subject area.
- (4) The Vice President for Research and Institutional Effectiveness or his or her designate.

The Continuing Contract process is designed to provide faculty members with an opportunity to illustrate their personal reflection and growth as educators during their time at SJR State. To apply for Continuing Contract status, an applicant must first submit a letter to the appropriate academic or workforce education Vice President requesting consideration for Continuing Contract status. The Vice President will verify with the College's Human Resources Department that the applicant meets the minimum qualifications for consideration for Continuing Contract status. If the minimum qualifications have been met, the appropriate academic or workforce education Vice President will then appoint the Continuing Contract Screening Committee. If the minimum qualifications have not been met, the Vice President will inform the applicant of the qualifications that are lacking. This process may be appealed through the grievance process. Once the Continuing Contract Screening Committee has been appointed, the faculty on the committee will meet to select a chair then convene the full Screening Committee. The full Screening Committee will meet with the applicant for Continuing Contract status and explain the process that the committee will use in making a recommendation to the college President.

B. The Continuing Contract Application and Screening Process will occur once per calendar year in accordance with the following timeline.

- First Monday in October after the faculty member has completed a minimum of four full years of service to the College as a faculty member (a full year of service is a full academic year, August-May): Deadline for faculty to submit an intent to pursue continuing contract letter
- October-November: After initial eligibility is determined, the applicant will meet with the appropriate academic or workforce education Vice President to discuss specific timelines and details of the portfolio submission process and the Continuing Contract Screening Rubric which will be used by the Committee in the evaluation process
- Second Monday in February: Continuing Contract Portfolio Due as directed by the appropriate academic or workforce education Vice President

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- No later than seven (7) calendar days before the Continuing Contract Screening Committee meets with the applicant, its members shall provide notification in writing and with an electronic copy of any issues or concerns they may have with the portfolio that would be detrimental to the applicant's being awarded a continuing contract (a lack of notification shall indicate there are no issues or concerns with the portfolio)
- By March 31: Continuing Contract Screening Committee Interview with applicant First week of April: Continuing Contract Screening Committee recommendation to include justifications for the recommendation and/or recommendations for areas of improvement sent to College President
- April-June: College President makes recommendation to the Board of Trustees regarding faculty member's Continuing Contract Status
- First week of August: A report is sent to UFF outlining the names of all applicants and whether they were awarded a continuing contract or were sent recommendations for areas of improvement.

#### C. Continuing Contract Portfolio

Based on the specific timeline established by the applicant and the Continuing Contract Screening Committee Chair, the applicant will provide the Continuing Contract Screening Committee a completed portfolio to include the following:

##### (1) Required Portfolio Components:

- (a) A two-page, double-spaced vision Statement of the unique role of a full-time faculty member employed by St. Johns River State College.
- (b) Evidence of continued professional development;
- (c) Evidence of institutional involvement in terms of service to
  1. departmental and/or institutional committees, organizations, projects, and/or other college initiatives,
  2. curriculum development,
  3. accreditation and the assessment of student learning outcomes,
  4. club sponsorships, participation and/or attendance at college sponsored events, etc.;
- (d) Changes that the applicant has made in the classroom or other areas in response to student, peer and administrative evaluations;

##### (2) Optional items which may be included in the portfolio at the applicant's discretion:

- (a) Membership in professional associations or societies that contribute to the applicant's success as a full-time faculty member.
- (b) Honors, awards, recognitions, etc., that the applicant has received;
- (c) Any other attributes, documents, evidence of teaching success, professional licensures and certifications, etc., that the applicant believes will assist the Continuing Contract Screening Committee in making a recommendation.
- (d) Evidence of the applicant's service as an "ambassador" for St. Johns River State College within the three county district served by the college and State-wide.

#### D. Additional Continuing Contract Considerations

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In addition to the required portfolio documents, the Continuing Contract Screening Committee will consider the applicant's performance as a faculty member at the College, to include the following performance indicators, as evidenced by College records and as available and appropriate:

- (1) Evaluations by directors, deans and other administrators.
- (2) Demonstrated effectiveness in ensuring student success and achievement through analysis of Student Success Data to include a variety of indicators within the context of departmental and college-wide historical norms, as appropriate and when available, such as assessment of student learning outcomes; grade distributions in comparison to the College/department; course retention rates; graduation and/or certification rates; student progression; student completion; and/or results of employer surveys/job placement data when appropriate to the discipline.
- (3) Instructional and assessment methods demonstrate appropriate rigor and variety to include ability to apply concepts in writing, real world scenarios, etc.
- (4) Efficiency and effectiveness in the classroom and the College environment.
- (5) Compatibility with students, faculty, and staff employed by the College.
- (6) Demonstrated commitment to the mission of the Florida College System and the mission of St. Johns River State College.
- (7) Demonstrated ability to communicate ideas, theories, thoughts, processes, etc., in a cogent and understandable fashion.
- (8) Awareness of the needs of the divergent student population served by the College and a demonstrated willingness to work with each student to maximize his or her academic and educational success.
- (9) Technological competence to carry out the duties required of instructional positions at SJR State.

Throughout the evaluation process, the Continuing Contract Screening Committee and President will utilize and rely upon the Continuing Contract Performance and Portfolio Screening Rubric (APPENDIX C).

#### E. Issuance of a Continuing Contract

The Continuing Contract Steering Committee, President and/or the Board of Trustees may require additional evidence of the applicant's worthiness and ability to receive Continuing Contract status. An applicant not recommended for Continuing Contract status will receive written justification and recommendations for areas of improvement and may subsequently re-apply once annually. An applicant not recommended for Continuing Contract status has the right to formally challenge the action through the grievance process of this Collective Bargaining Agreement.

Once a full-time faculty member is recommended by the President for Continuing Contract status, and the District Board of Trustees approves the President's recommendation, the Continuing Contract shall be issued to the faculty member at the beginning of the next annual College contractual period following the approval by the Board of Trustees. Faculty members who are granted the honor of Continuing Contract status will be referred to as "Professors" in all appropriate College documents.

Each employee issued a Continuing Contract shall be entitled to continue in a faculty position on a contractual basis without the necessity for annual nomination or re-appointment.

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## **Article IX. Faculty Working Conditions**

### **Section 1. Faculty Workweek**

The workweek of full-time instructional faculty members shall total forty (40) hours per week during the fall and spring semesters. The teaching load shall consist of fifteen (15) to eighteen (18) contact hours for faculty members teaching college credit hours. All full-time college credit faculty members shall be paid an instructional overload equal to that of the overload rate or adjunct faculty rate (whichever is greater) for any instructional contact hours over fifteen (15). Faculty who teach in clock hour programs may have weekly teaching loads which range from fifteen (15) to thirty-five (35) contact hours per week. Additional overloads above 18 contact hours may be approved but will not be required nor guaranteed. No college credit faculty member may be scheduled more than six (6) contact hours beyond their regular load without prior approval of the Vice President for Academic Affairs/CAO or the Vice President for Workforce Development. Full-time instructional faculty shall also hold a total of ten (10) office hours per week. The remaining hours shall be at the discretion of the faculty member to perform duties necessary as an instructional faculty member.

### **Section 2. Summer Work Week**

The workweek of full-time instructional faculty members during the summer terms shall total thirty-five (35) hours per week. The teaching load shall consist of six (6) to eight (8) contact hours for faculty members teaching college credit hours. All full-time college credit faculty members shall be paid an instructional overload equal to that of adjunct faculty for any instructional contact hours over fifteen (6). The workweek for full-time faculty who teach in clock hour programs shall not change without faculty input and collective bargaining.

### **Section 3. Office Hours**

Faculty shall schedule a minimum of ten (10) office hours a week for academic consultation with students. Office hours should begin no earlier than 7:30 a.m., be a minimum of 30 minutes in length, and end no later than 11:00 p.m. Faculty members who teach online courses may hold one (1) online office hour for each online class, with a maximum of four (4) office hours online. Online office hours may be held remotely for online classes. A schedule of office hours consisting of the days and times for office hours and location (room and campus) shall be submitted to the appropriate administrator within the first two weeks of each semester.

### **Section 4. Faculty Overloads**

A. Any bargaining unit member who desires an assignment to teach overload sections may submit a written request to the appropriate Department Chair, Director, Dean or Vice President during the time classes are being scheduled. Such requests will be fulfilled prior to making instructional assignments outside of

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the bargaining unit. If the need arises, the administration may solicit volunteers for overload sections to meet the needs of the College.

B. Priority in the assignment of overload sections shall be given according to the following factors, in descending order of importance:

1. Full-time faculty members will have priority in receiving overload sections within their regularly assigned areas of instruction.
2. Faculty members who received fewer total overload contact hours in the previous term will have priority over faculty who received more total overload contact hours.
3. More senior faculty members will have priority over less senior faculty members.

## **Section 5. Summer Instructional Assignments (Summer Overloads)**

A. Full-time faculty members may request to teach an instructional assignment during the summer terms.

B. Assignment of instructional assignments for summer terms shall abide by the guidelines section above (Priority in the assignment of overload sections).

C. Compensation for summer instructional assignments shall be paid equal to the overload or adjunct rate, whichever is greater.

## **Section 6. Course Scheduling**

A. Each faculty member shall submit a proposed teaching schedule consisting of the courses to be taught, the times of the day and days of the week in which these courses are to be taught to the appropriate Department Chair, Director, Dean or Vice President. Every effort will be made to assign each faculty member to as many courses, days and class times in accordance to their preferences.

B. Each faculty member's fifteen (15) contact hour teaching load shall be met prior to the assignment of any overloads or assignments outside the bargaining unit.

C. Faculty teaching assignments in fulfillment of the fifteen-hour teaching load shall meet the following conditions:

1. On any given workday, the end of the faculty member's last class shall be no more than eight (8) hours later than the beginning of his/her first class, unless waived by the individual faculty member.
2. At least twelve (12) hours shall elapse between the end of a faculty member's last class on a given workday and the beginning of his/her first class the following day.

## **Section 7. Instructional Faculty Duties**

A. The general duties of instructional personnel are to:

1. Conduct assigned classes in a professional manner. Communicate with students, staff and Administration in a timely manner. This includes feedback to students on course assignments, tests, projects, etc., and daily responsiveness to online students, where applicable.
2. Keep records of attendance and grades of students in all assigned classes. Grade books should be kept for a minimum of three years, and must be given to the dean/director at the end of an instructor's employment at SJR State.

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3. Attend at least one commencement exercise, attend convocations and faculty meetings.
4. Sponsor clubs, chaperone student activities, and serve on College committees when needed.
5. Develop course outlines and course syllabi, and submit them to the appropriate dean/director when requested.
6. Maintain and post a weekly work schedule of instructional hours and a minimum of ten (10) office hours to confer with students.
7. Assist in safeguarding College property and equipment.
8. Participate in professional development activities.
9. Supervise student assistants within the following guidelines:
  1. Student employees will not type, grade, or otherwise handle tests.
  2. Student employees who handle confidential files or information as a function of their job duties must undergo background screening by the Human Resources Office. Fingerprints are collected and submitted to the FDLE and FBI for State and national criminal history checks. These students must also have signed a confidentiality agreement with the College on file in the Human Resources Office.
  3. Student employees will carry out their duties as defined and assigned by their supervisors.
10. Prepare a written course syllabus for each class.
11. Participate in the establishment and review of curriculum. Each faculty member is responsible for reviewing courses within his or her area of expertise. Faculty, in concert with other faculty members in the discipline area, should recommend improvements, course additions, and course deletions. Recommendations will be made to the appropriate dean/director.
12. Participate in discussion and debate of issues involving instructional affairs – grading policy, suspension and probation policy, student attendance, general education requirements, class scheduling, etc. Recommendations concerning instructional affairs should be made to the appropriate dean/director, or vice president.
13. Participate in the College's Institutional Effectiveness Plan primarily by identifying student learning outcomes, assessing the extent to which these outcomes are attained, and using the results to improve student learning.

## **Section 8. Campus Librarians Duties**

A. The Campus Librarian works under the supervision of the Dean of Library Services. The Campus Librarian is primarily responsible for providing administrative oversight of all areas of campus library operations.

1. Administers the Campus Library and associated Computer Labs; enforces and participates in the policy and decision-making process.
2. Recommends changes in Library and associated Computer Lab services, personnel, and resources.
3. Participates in the Library's annual budget process, the Library's institutional effectiveness program, and the annual evaluation of departmental professional staff.
4. Coordinates the use of Library and associated Computer Lab facilities with the campus Executive Director; coordinates library usage for district consortia training sessions and meetings.
5. Maintains accurate records and statistics concerning Campus Library and associated Computer Lab issues.
6. Manages the acquisition of library materials for Campus Library; adheres to Library's Collection Development Policy; spends assigned funds.

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7. Supervises and trains all full-time library staff members as well as part-time professional staff members.
8. Ensures quality library services through staff management and efficient procedures.
9. Submits accurate payroll in a timely manner in accordance with College policies.
10. Catalogs monographic and multimedia materials; establishes campus procedures for cataloging and processing materials.
11. Coordinates and participates in online catalog and collection maintenance projects.
12. Serves as consortia contact person in designated area for all Campus Libraries.
13. Serves on Library committees as assigned; serves as chairperson as assigned; submits annual report for chaired committees.
14. Performs public services and circulation duties as needed.
15. Keeps the Dean of Library Services informed of all issues concerning the Library and associated Computer Labs.

## **Section 9. Public Services Librarian Duties**

1. Performs reference duties as outlined in the *Reference and Information Services Policy Manual*. Participates in the Ask-A-Librarian service as needed.
2. Serves as the contact person for all matters related to instructional services. Schedules and teaches campus information literacy sessions, library tours & lectures, and other instructional workshops; plans and develops information fluency instruction, workshops, and seminars as assigned; maintains appropriate records of sessions and collects student surveys of information literacy sessions. Cultivates personal knowledge and understanding of information literacy standards and best pedagogical approaches, applies that knowledge to one's teaching in all formats.
3. Engages in faculty outreach; consults with subject faculty to create instructional content for in-person instructional sessions, LibGuides, or components within a faculty member's online course. Maintains a dialog with faculty regarding library services and opportunities for developing the research and life-long learning skills of their students.
4. Participates in the library's collection development program. Works with faculty to recommend books, periodicals, audio-visual materials, and digital content for purchase or subscription. Reviews ILL requests to identify areas of need. Engages in subject-specific collection development projects as assigned. Participates in the weeding of the collection as assigned.
5. Manages the Interlibrary Loan program for the campus library and processes all requests from FCS, SUS, and OCLC member libraries.
6. Creates library displays; encourages cultural diversity by promoting official, nationally designated months. Markets the library by creating print and online content; creates brochures, posters, and other print and online promotional materials as needed and approved by the library administrator.
7. Participates in community outreach programs including social media as assigned; identifies new outreach possibilities and discusses new program ideas with the library administrator.
8. Participates in College-wide initiatives aimed at improving student success and retention; works with other College departments to support, enhance, and promote those programs and services.
9. In conjunction with circulation services staff, cultivates a welcoming, scholarly atmosphere in the library for all students, faculty, staff, and visitors.
10. Performs circulation and technical services duties as needed.

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11. Participates in library and College committees as assigned.
12. Keeps library administrator informed of all issues concerning Public Services.
13. Assists library administrator with supervision of part-time staff and adjunct librarians as advised.
14. In the absence of the library administrator, serves as library supervisor as scheduled or assigned. Works with the library administrator to assure that there is adequate staffing at all times.
15. Compiles and collates monthly and annual public services statistics.

## **Section 10. Senior Academic Advisor Duties**

A. Senior Academic Advisors will be supervised and coordinated by the Director of Academic Advising. General duties and responsibilities of Senior Academic Advisors are to:

1. Provide career counseling and academic advisement for students including: determining initial course placement; developing plans for program completion and course recommendations that correspond to degree plans; facilitating changes to schedules through drop-add and registration adjustments; and coordinating disability services.
2. Provide personality and interest inventory testing and interpretation.
3. Identify and provide necessary accommodations for students with disabilities. Maintain disability data base and confidential case notes and documentation.
4. Conduct new student group comprehensive academic advising as teaching sessions. Familiarize students with SJR State Catalog, Florida Shines, constructing comprehensive academic plans, and registering for classes.
5. Assist with the articulation methods and procedures for area high school students, out-of-State students, and upper division transfer students.
6. Provide counseling services for all students who are in need of assistance in the decision-making process involving education, vocational, and personal choices; coordinate appropriate referrals to community agencies as indicated and/or necessary.
7. Coordinate appropriate referrals to community social service agencies based on educational, vocational, and personal needs.
8. Participate with Student of Concern protocol.
9. Monitor and advise students for the purpose of retention/persistence.
10. Coordinate academic advising goals and functions with the SJR State offices of Academic Affairs, Athletic Department, Florida School of the Arts, and Workforce Development.
11. Participate in Commencement activities, convocations, professional development institutes, staff training and development meetings, and college functions.
12. Assist the Director in planning and execution of special events.
13. Facilitate initial voter registration, renewal and update services for disabled students.

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**Section 11. Arts and Sciences Department Chair**

Arts and Sciences Department Chairs are selected by the Vice President for Academic Affairs, the Associate Vice President for Academic Affairs, and the Dean of Arts and Sciences following an application process. They are selected to serve a three-year term with no limits. In addition to the general duties of instructional faculty, department chairs are to:

1. Coordinate the discussion of academic issues and program coordination in the department. This includes overseeing changes to the curriculum in the department, as well as to the Catalog, and recommending those changes to the dean.
2. Coordinate the assessment and discussion of student learning outcomes in the department. This includes assisting instructors with writing student learning outcomes and assessment questions, submitting assessment questions to the Office of Assessment, Research, and Technology, distributing assessment data at department meetings, facilitating the discussion of assessment data at department meetings, collecting completed planning forms, entering course data and summary narratives in the online planning system, identifying instructors who miss submission deadlines, and following up with those instructors to ensure all items have been submitted.
3. Assist the dean with the development of faculty class schedules.
4. Review all adjunct and dual enrollment syllabi, provide feedback on needed changes, follow up with faculty to ensure changes have been made, and upload revised syllabi to the Z Drive.
5. Coordinate the adjunct and dual enrollment evaluation process in the department.
6. Coordinate the textbook selection process. This culminates with providing the dean with the title, edition, author, ISBN, and publisher for any textbook changes.

**Section 12. Arts and Sciences Assistant Department Chair Duties**

Arts and Sciences Assistant Department Chairs are selected by the Vice President for Academic Affairs, the Associate Vice President for Academic Affairs, and the Dean of Arts and Sciences following an application process. They are selected to serve a three-year term with no term limits. In addition to the general duties of instructional faculty, assistant department chairs are to:

1. Assist the department chair with the discussion of academic issues and program coordination in the department.
2. Assist the department chair with the assessment and discussion of student learning outcomes in the department.
3. Assist the dean and department chair with the development of faculty class schedules.
4. Assist the department chair with the review of adjunct syllabi.
5. Assist the department chair with the adjunct and dual enrollment process.
6. Assist the department chair with the textbook selection process.

It is preferred that an assistant department chair be from a different discipline within the department than the department chair.

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1 **Section 13. Other Job Titles and Duties**

2 For any other job titles in the bargaining unit whose job duties are not defined in this article, changes cannot  
3 be made to working conditions or job duties without employee input and collective bargaining.

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## **Article X. Compensation**

### **Section 1. Initial Placement**

- A. Upon hire, each full-time faculty member shall be assigned to an appropriate salary level based upon academic and professional qualifications. The salary levels and minimum criteria for each salary grade are as follows:
1. Level I - The faculty member shall have met criteria for a Doctorate.
  2. Level II - The faculty member shall have met the criteria for a Master's Degree with a minimum of eighteen (18) semester graduate hours in the field.
  3. Level III - The faculty member shall have met the criteria for a Bachelor's Degree.
- B. Only a degree from a regionally accredited college or university or international equivalent as verified by a credentialing agency approved by the College may be used to establish qualification for a given salary level.
- C. Full-time faculty shall be appointed for not less than nine (9) months but contracts may be 9-months, 10-months, 11-months or 12-months in length depending on the particular teaching field and the needs of the College.
- D. In addition to an appropriate salary level, each new, full-time faculty member will be placed on an initial salary step on the SJR State Instructional Salary Schedule based on years of applicable experience. A maximum of fourteen (14) years professional, educational, specialized or military experience within the past sixteen (16) years may be transferred for new instructors. A maximum of three (3) years credit may be allowed for military service. For purpose of placement on the Instructional Salary Schedules, a new faculty member with zero (0) years of experience will start on Step 1 and a new faculty member with the maximum experience of fourteen (14) years will start on Step 15.
- E. Under no circumstances shall a newly hired faculty member be placed on a higher step than a current faculty member with equivalent credentials and experience.
- F. The assignment of a current faculty member, upon the adoption of this contract, to a salary step shall be determined by the initial step the faculty member was assigned upon their hire date plus the number of years of experience gained since the hire date. For purpose of placement on the Instructional Salary Schedules, if a faculty member was assigned an initial step of ten (10) at the time they were hired and have gained 5 years of experience after the initial hiring date; they will be placed on Step 15. In the event that the movement of a faculty member onto the appropriated step and salary level (according to academic credentials and years of experience) would result in a reduction in the annual salary earned prior to the adoption of this contract, the faculty member shall be frozen at his/her annual salary. A frozen faculty member shall receive no step increases, but shall continue to receive any cost of living or other adjustments made to the base salary schedule. Once a frozen faculty member's annual salary is surpassed by that of faculty members with similar academic credentials and equal years of experience, the faculty member shall be unfrozen and he/she shall be placed on the step commensurate with equal years of experience.
- G. Unless a faculty member is frozen as Stated above, with each year of additional experience earned at St. Johns River State College, faculty members will move up one step on the salary schedule and receive the associated increase in salary.

## Section 2. Base Salary Schedule

The base salary schedule for the duration of this collective bargaining agreement is as follows:

Salary Schedule - 9 Month Contract

2020-20--

Step	Level I	Level II	Level III
1	\$40,280	\$36,040	\$32,860
2	\$41,086	\$36,761	\$33,517
3	\$41,907	\$37,496	\$34,188
4	\$42,745	\$38,246	\$34,871
5	\$43,600	\$39,011	\$35,569
6	\$44,472	\$39,791	\$36,280
7	\$45,362	\$40,587	\$37,006
8	\$46,269	\$41,399	\$37,746
9	\$47,194	\$42,227	\$38,501
10	\$48,138	\$43,071	\$39,271
11	\$49,101	\$43,933	\$40,056
12	\$50,083	\$44,811	\$40,857
13	\$51,085	\$45,707	\$41,674
14	\$52,106	\$46,622	\$42,508
15	\$53,149	\$47,554	\$43,358
16	\$54,212	\$48,505	\$44,225
17	\$55,296	\$49,475	\$45,110
18	\$56,402	\$50,465	\$46,012
19	\$57,530	\$51,474	\$46,932
20	\$58,680	\$52,503	\$47,871
21	\$59,854	\$53,554	\$48,828
22	\$61,051	\$54,625	\$49,805
23	\$62,272	\$55,717	\$50,801
24	\$63,518	\$56,831	\$51,817
25	\$64,788	\$57,968	\$52,853
26	\$66,084	\$59,127	\$53,910
27	\$67,405	\$60,310	\$54,989
28	\$68,753	\$61,516	\$56,088
29	\$70,128	\$62,747	\$57,210
30	\$71,531	\$64,001	\$58,354
31	\$72,962	\$65,281	\$59,521
32	\$74,421	\$66,587	\$60,712
33	\$75,909	\$67,919	\$61,926
34	\$77,427	\$69,277	\$63,165
35	\$78,976	\$70,663	\$64,428
36	\$80,556	\$72,076	\$65,716
37	\$82,167	\$73,518	\$67,031
38	\$83,810	\$74,988	\$68,371
39	\$85,486	\$76,488	\$69,739
40	\$87,196	\$78,017	\$71,134

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## Salary Schedule - 10 Month Contract

2020-20--

Step	Level I	Level II	Level III
1	\$45,874	\$41,046	\$37,424
2	\$46,791	\$41,867	\$38,172
3	\$47,727	\$42,704	\$38,936
4	\$48,682	\$43,558	\$39,715
5	\$49,655	\$44,430	\$40,509
6	\$50,649	\$45,318	\$41,319
7	\$51,662	\$46,224	\$42,146
8	\$52,695	\$47,149	\$42,988
9	\$53,749	\$48,092	\$43,848
10	\$54,824	\$49,054	\$44,725
11	\$55,920	\$50,035	\$45,620
12	\$57,039	\$51,036	\$46,532
13	\$58,179	\$52,056	\$47,463
14	\$59,343	\$53,097	\$48,412
15	\$60,530	\$54,159	\$49,380
16	\$61,740	\$55,243	\$50,368
17	\$62,975	\$56,347	\$51,375
18	\$64,235	\$57,474	\$52,403
19	\$65,519	\$58,624	\$53,451
20	\$66,830	\$59,796	\$54,520
21	\$68,166	\$60,992	\$55,610
22	\$69,530	\$62,212	\$56,722
23	\$70,920	\$63,456	\$57,857
24	\$72,339	\$64,725	\$59,014
25	\$73,785	\$66,020	\$60,194
26	\$75,261	\$67,340	\$61,398
27	\$76,766	\$68,687	\$62,626
28	\$78,302	\$70,061	\$63,879
29	\$79,868	\$71,462	\$65,156
30	\$81,465	\$72,891	\$66,459
31	\$83,094	\$74,349	\$67,788
32	\$84,756	\$75,836	\$69,144
33	\$86,451	\$77,353	\$70,527
34	\$88,180	\$78,900	\$71,938
35	\$89,944	\$80,478	\$73,376
36	\$91,743	\$82,087	\$74,844
37	\$93,578	\$83,729	\$76,341
38	\$95,449	\$85,404	\$77,868
39	\$97,358	\$87,112	\$79,425
40	\$99,306	\$88,854	\$81,013

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Salary Schedule - 11 Month Contract  
2020-20--

Step	Level I	Level II	Level III
1	\$48,760	\$43,460	\$40,280
2	\$49,735	\$44,329	\$41,086
3	\$50,730	\$45,216	\$41,907
4	\$51,745	\$46,120	\$42,745
5	\$52,799	\$47,043	\$43,600
6	\$53,835	\$47,983	\$44,472
7	\$54,912	\$48,943	\$45,362
8	\$56,010	\$49,922	\$46,269
9	\$57,130	\$50,920	\$47,194
10	\$58,273	\$51,939	\$48,138
11	\$59,438	\$52,977	\$49,101
12	\$60,627	\$54,037	\$50,083
13	\$61,839	\$55,118	\$51,085
14	\$63,076	\$56,220	\$52,106
15	\$64,338	\$57,345	\$53,149
16	\$65,625	\$58,491	\$54,212
17	\$66,937	\$59,661	\$55,296
18	\$68,276	\$60,854	\$56,402
19	\$69,641	\$62,072	\$57,530
20	\$71,034	\$63,313	\$58,680
21	\$72,455	\$64,579	\$59,854
22	\$73,904	\$65,871	\$61,051
23	\$75,382	\$67,188	\$62,272
24	\$76,890	\$68,532	\$63,518
25	\$78,427	\$69,903	\$64,788
26	\$79,996	\$71,301	\$66,084
27	\$81,596	\$72,727	\$67,405
28	\$83,228	\$74,181	\$68,753
29	\$84,892	\$75,665	\$70,128
30	\$86,590	\$77,178	\$71,531
31	\$88,322	\$78,722	\$72,962
32	\$90,088	\$80,296	\$74,421
33	\$91,890	\$81,902	\$75,909
34	\$93,728	\$83,540	\$77,427
35	\$95,603	\$85,211	\$78,976
36	\$97,515	\$86,915	\$80,556
37	\$99,465	\$88,654	\$82,167
38	\$101,454	\$90,427	\$83,810
39	\$103,483	\$92,235	\$85,486
40	\$105,553	\$94,080	\$87,196

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Salary Schedule - 12 Month Contract  
2020-20--

Step	Level I	Level II	Level III
1	\$51,693	\$46,251	\$42,170
2	\$52,727	\$47,176	\$43,013
3	\$53,781	\$48,120	\$43,874
4	\$54,857	\$49,082	\$44,751
5	\$55,954	\$50,064	\$45,646
6	\$57,073	\$51,065	\$46,559
7	\$58,215	\$52,086	\$47,490
8	\$59,379	\$53,128	\$48,440
9	\$60,567	\$54,190	\$49,409
10	\$61,778	\$55,274	\$50,397
11	\$63,013	\$56,380	\$51,405
12	\$64,274	\$57,507	\$52,433
13	\$65,559	\$58,657	\$53,482
14	\$66,870	\$59,831	\$54,551
15	\$68,208	\$61,027	\$55,642
16	\$69,572	\$62,248	\$56,755
17	\$70,963	\$63,493	\$57,890
18	\$72,383	\$64,763	\$59,048
19	\$73,830	\$66,058	\$60,229
20	\$75,307	\$67,379	\$61,434
21	\$76,813	\$68,727	\$62,662
22	\$78,349	\$70,101	\$63,916
23	\$79,916	\$71,503	\$65,194
24	\$81,515	\$72,933	\$66,498
25	\$83,145	\$74,392	\$67,828
26	\$84,808	\$75,880	\$69,184
27	\$86,504	\$77,397	\$70,568
28	\$88,234	\$78,945	\$71,979
29	\$89,999	\$80,524	\$73,419
30	\$91,799	\$82,135	\$74,887
31	\$93,635	\$83,777	\$76,385
32	\$95,507	\$85,453	\$77,913
33	\$97,418	\$87,162	\$79,471
34	\$99,366	\$88,905	\$81,060
35	\$101,353	\$90,683	\$82,682
36	\$103,380	\$92,497	\$84,335
37	\$105,448	\$94,347	\$86,022
38	\$107,557	\$96,234	\$87,742
39	\$109,708	\$98,158	\$89,497
40	\$111,902	\$100,122	\$91,287

### Section 3. Compensation for Overload and Excess Contact Hours

Full-time faculty members teaching more than fifteen (15) contact hours per Fall and Spring semester shall be compensated at the adjunct/overload rate (whichever is greater) for all such excess contact hours.

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## **Section 4. Instructional Salary Schedule Supplements**

### **A. Educational**

“Additional graduate semester hours” mentioned below must be in teaching field and/or closely related fields. Hours must be earned after award of Master's degree.

1. For faculty at pay Level II requiring a Master's degree, who have earned 30 additional graduate semester hours and for Faculty at pay Level II requiring a Bachelor's degree, who have earned a Master's degree shall be paid an additional stipend of \$50 per month (limit 10 months).
2. For Faculty at pay Level II requiring a Master's degree, who have earned 60 additional graduate semester hours and for Faculty at pay Level II requiring and Bachelor's degree, who have earned a Masters +30 graduate semester hours shall be paid an additional stipend of \$75 per month (limit 10 months).
3. A full-time faculty member who is currently a Certified Public Accountant (Florida certification and license) or holds a Florida license as a Professional Engineer shall be paid an additional stipend of \$75 per month (limit 10 months).
4. A full-time faculty member who holds a Masters or Doctorate degree in Nursing and currently holds a Florida license shall be paid an additional stipend of \$3,500 per contract year (minimum 9-month contract).
5. A full-time faculty member who is a physician (M.D. or D.O.), dentist or veterinarian shall be paid an additional stipend of \$6,000 per contract year (minimum 9-month contract).
6. A full-time faculty member who has earned a Doctorate degree in Chemistry, Genetics, Chemical Engineering, Physics, Biomedical Engineering, Mathematics, or Computer Science shall be paid an additional stipend of \$6,000 per contract year (minimum 9-month contract).

### **B. Continuing Contract**

1. Continuing Contract (CC). Faculty members who have been granted Continuing Contract (CC) shall be paid an additional stipend of \$1,200 per year.
2. CC+10. Faculty members who have been granted CC+10 shall be paid an additional stipend of \$300 per year.

### **C. Department Chairs. Assistant Chairs and Directors within the Bargaining Unit.**

1. Department Chairs. Department Chairs within Arts and Sciences shall be paid an additional stipend of \$10,000 per year.
2. Assistant Department Chairs. Assistant Chairs within Arts and Sciences shall be paid an additional stipend of \$4,000 per year.
3. Directors. Directors within Workforce Development who are part of the bargaining unit shall be paid an additional stipend of \$4,000 per year.

1   **Section 5. Right to Bargain**

2   The UFF retains its right to bargain over all wages and terms and conditions of employment for  
3   members of the bargaining unit, irrespective of the funding source or the nature of the compensation or  
4   the term and condition of employment. Nothing in this agreement shall be construed as a waiver by  
5   UFF of its right to bargain over wages and terms and conditions of employment.

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**Article XI. Benefits****Section 1. General Provisions**

- A. The benefits within the scope of this Article that are available to bargaining unit members as of the effective date of this Agreement are incorporated into this Agreement by reference. No changes to any such benefits may take effect unless negotiated and ratified by the parties.
- B. An Employee Benefits Committee shall be empaneled by Jan 1 2021 to review benefits policies and procedures and make recommendations to the parties' bargaining teams prior to the expiration of this collective bargaining agreement. The committee shall be comprised of a majority of bargaining unit faculty.
- C. The employee contribution towards any premium for any insurance product under this Article may be paid via payroll deduction. Such premium contributions shall be paid with pre-tax dollars whenever permitted by law.

**Section 2. Medical Insurance**

- A. The College shall pay the cost for individual insurance coverage for bargaining unit members. Members may choose among two Preferred Provider Organization (PPO) plans and one Health Maintenance Organization (HMO) plan. The PPO plans are Blue Options Plan 3769 and Blue Options Plan 05190 HSA. The HMO plan is Blue Care 58. Blue Options Plans 05190 (employee only) and 05191 (employee plus one (1) or more dependents) include Health Savings Accounts (HSA) that shall be funded by the College: \$500 annually for individual employee coverage or \$1,500 annually for family coverage for any number of dependents.
- B. Bargaining unit members may purchase family coverage for any of the above plans at cost to the member. This cost shall not increase without collective bargaining.
- C. Current bargaining unit members, upon the adoption of this contract, who change from the Blue Options Plan 3769 or Blue Care 58 to the Blue Options Plan 05190 or 05191 shall receive a \$2,000 per year College-paid incentive contributed to their HSA for the duration of this contract.
- D. Bargaining unit members who elect to change from the Blue Options 05190 or 05191 plan to the Blue Options Plan 3769 shall not be penalized nor be required to repay any incentive pay previously received from the College.

**Section 3. Life and Accidental Death and Dismemberment (AD&D) Insurance**

The College shall pay the cost for term life and accidental death/dismemberment insurance for bargaining unit each member in the amount equal to one year's annual salary. Members have the option to purchase up to three times their annual salary (not to exceed \$500,000).

Members shall have the option to purchase dependent life insurance for their spouse and children up to 25 years old.

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## **Section 4. Employee Assistance Program**

The College shall pay the cost for a comprehensive Employee Assistance Program (EAP) to provide the following services for members of the bargaining unit and their household members: Counseling Services, Telephonic consultation, Legal Consultation, Website, and Work Life Services.

## **Section 5. Worker's Compensation Insurance**

- A. All College employees are covered by the Florida Workers' Compensation Law.
- B. On-the-job accidents, injuries, or occupationally-incurred illnesses must be reported immediately to the employee's supervisor. Even if the employee is involved in an accident but decides that there is no injury, the employee is still required to report the accident to the supervisor. The supervisor is responsible for reporting all details to the Human Resources Office within two working days. An Accident/Incident Report must be submitted for all accidents. The Security Office is not responsible for completing the report, but should be notified so the Security staff can offer assistance in handling the case. The report forms may be obtained from the Human Resources Office.
- C. An Accident/Incident Report (including a physician's Statement describing the ailment and verifying the disability) is submitted to the Human Resources Office within two working days from the accident/injury or from the beginning of the work-related illness.
- D. Each employee is entitled to a maximum of twelve (12) days of workers' compensation leave per calendar year when an injury or illness is due to a job-related activity. These leave days are noncumulative and will be granted at full pay. The employee will also be allowed to draw time from his/her vacation leave and available sick leave or up to the four days of personal leave in order to receive a full paycheck.

## **Section 6. Other Insurance**

The College will offer the following insurances in which bargaining unit members may choose to participate at the expense of the member: Dental, Vision, AFLAC (cancer, intensive care, personal recovery plus, and life insurance), Short-Term Disability, Medical & Dependent Care Reimbursement Plan and COBRA Continuation Coverage.

## **Section 7. Additional Benefits**

Section 125 Plan. The College will provide bargaining unit members the opportunity to participate in a Section 125 plan for pre-taxed deductions for medical costs.

## **Section 8. Retirement**

**A.** Each bargaining unit member shall participate in the Florida Retirement System (FRS). There are two options in which bargaining unit members may participate the FRS Pension Plan and the FRS Investment Plan. The College shall make the required employee contributions to the FRS.

**B.** Each bargaining unit member shall participate in the federal Social Security system.

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1 **C.** Each bargaining unit member shall have access to Internal Revenue Code 403(b) tax-sheltered  
2 annuity plans. Participation is at the individual member's option and cost and contributions may be made  
3 through payroll deduction.

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## **Article XII. Leaves**

### **Section 1. Definition**

Leave is permission granted by the Board for an eligible employee to be absent from his/her duties for a specified period of time with the right to return to employment on the expiration of the leave.

### **Section 2. Application and Approval**

An application for leave must make clear the purpose for which the leave will be used. The Board has the right to determine whether the leave is being used for the purposes set forth in the application, and may cancel the leave if it is not being so used. No leave except military leave can be granted at one time for a period greater than one year. Application for leave must be submitted through appropriate channels to the appropriate Vice President or the President. The President may, within policies adopted by the Board of Trustees, approve applications for leave with the exception that Military Leave, Extended Professional Leave, Family Medical Leave and Sabbatical Leave must receive specific Board of Trustees approval. The President may, in his discretion, refer other types of leave applications to the Board. For faculty and administration, all leave granted during orientation week and formal graduation ceremonies must be approved in advance by the President. Leave must be officially granted in advance. It cannot be granted retroactively. Sick leave and leaves made necessary by emergencies are considered as being granted in advance if the employee makes a prompt report concerning his/her absence to the person to whom the absent employee would report, preferably before the beginning of the work day. Sick leave and/or vacation leave may be earned only while an individual is receiving a salary from the institution. Individuals on leave without pay do not earn sick leave or vacation.

### **Section 3. Types of Leave**

#### **1. Administrative Leave**

##### *Jury Duty*

A Bargaining unit member who is summoned for jury duty shall be granted administrative leave with pay, and jury fees shall be retained by the employee. The College will not reimburse the employee for other expenses while serving as juror.

##### *Witness in Court*

A bargaining unit member subpoenaed as a witness in litigation in which he or she is not involved as a principal shall be granted administrative leave with pay, and witness fees shall be retained by the employee. The College will not reimburse the employee for other expenses incurred.

##### *Witness for College in Court*

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A bargaining unit member subpoenaed in litigation in order to represent the College as a witness shall not be granted leave. Such activity will be considered part of the job assignment and the person shall be paid per diem and travel expenses. Any fees received shall be turned over to the College.

*Personal Litigation*

In no case will administrative leave be granted when engaged in personal litigation in which a bargaining unit member is a principal. However, vacation or personal leave may be granted.

**2. Professional Leave**

Professional leave is leave not in excess of thirty (30) days, granted to a bargaining unit member authorizing absence from contractual duties to engage in activities which will result in his/her professional benefit or advancement, or which will contribute to the profession of teaching. Application for this type of leave ordinarily will be initiated by the employee and will be primarily for the benefit of the College. Professional leave may be with or without compensation.

*Extended Professional Leave*

Leave granted to a bargaining unit member for professional improvement in excess of thirty (30) consecutive days, but for a period not exceeding one year, is extended professional leave. Such leave is ordinarily initiated by the individual and may be granted at the discretion of the Board, provided the individual has served successfully and satisfactorily for a period of three (3) years or more. Extended professional leave shall be without compensation.

*Sabbatical Leave*

Sabbatical leave may be granted to a bargaining unit member with partial compensation after seven (7) years of service at the College and:

a. When such leave will benefit the College by upgrading the person in his/her professional area, or in an area of cross-training, or

b. When such leave will provide additional graduate study in a planned program of study, or

c. When such leave will provide educational travel opportunities that will be of value to the person in his/her role with the College. Sabbatical leave may be granted for up to ten (10) months. Compensation will be paid at a rate not to exceed 75% of the regular contracted salary.

Sabbatical leave may also be granted for one full academic term and will be compensated at a rate not to exceed 95% of the regular contracted salary. Sick leave will accrue if leave is during a time the instructor would be teaching. Personnel granted sabbatical leave will be required to compensate the College by providing two additional years of service to the College, or by repayment of actual monies received.

### 3. Vacation Leave

Members of the bargaining unit on less than a twelve (12) month contract will not be granted vacation time. Each employee is responsible for checking the accuracy and accrual rate of vacation days reported each month on the employee's pay stub. Employees filling positions made possible by funding from a source outside the College (for example – State and federal grants) earn vacation leave in accordance with the “years of related experience” and “days earned per year” guidelines. However, the “maximum leave accrued” and “maximum days payout at termination” guidelines do not apply to positions that are funded by outside sourcing. Employees filling those positions may not carry forward any vacation leave balances from one contract year to the next. Accrued vacation leave must be used during the contract year in which it was earned. The President may approve an exception carry forward of up to 40 hours vacation leave where grant funding for the individual continues in the following year and the individual's absence at the end of the fiscal year would create a hardship for the College. Individuals who held a full-time position immediately prior to their assignment to a grant position may continue to carry forward unused hours, not to exceed the number of accrued hours at the time funding was changed to an outside source. Cash payment for vacation days will not be paid upon termination of employment for grant funded positions. The following guidelines apply to employees who are eligible to earn vacation:

#### **TWELVE MONTH FACULTY**

Provide vacation leave for twelve-month personnel based on related experience as follows:

<i><b>Years of Related Experience</b></i>	<i><b>Days Earned Per Year</b></i>	<i><b>Maximum Leave Accrued</b></i>	<i><b>Maximum days Payout at Termination</b></i>
A. 1-5	B. 12	C. 44	D. 30
E. 6-10	F. 15	G. 44	H. 30
I. 10+	J. 18	K. 44	L. 30

Twelve month employees who have five (5) or more years of service in any Florida College System institution will be allowed to earn fifteen (15) days per year.

Employees seeking to have vacation accrue at a higher rate because of completion of five (5) or more years of service in any Florida College System institution, which may include St. Johns River State College, are responsible for notifying the Office of Human Resources regarding previous service and shall provide proof of prior service. Upon notification, vacation will accrue at the calculated monthly rate for the fiscal year in which the notification was received. Vacation accrual will not be retroactive to service in prior fiscal years in which the employee was eligible but notification and proof were not received.

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**EXCESS VACATION LEAVE**

Accrued vacation leave in excess of the maximum on June 30th (the end of the fiscal year) may be transferred to sick leave unless modified by contract. Such vacation leave transferred to sick leave shall be without compensation and cannot be used in the calculation of terminal sick leave pay.

**4. Military Leave**

In accordance with Florida Statute, military leave may be granted with pay for up to 240 working hours to personnel who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard on all days during which they are engaged in training ordered under the provisions of the United State military or naval training regulations when assigned to active or inactive duty, in any one annual period, beginning July 1 through June 30.

**5. Personal Leave Without Pay**

There are conditions that make it reasonable for a bargaining unit member to be temporarily excused from contractual obligations for personal reasons. This is covered by personal leave without pay. Personal leave without pay in excess of five (5) days (forty (40) hours) requires Board approval.

**6. Illness or Injury in-the-line-of-duty Leave**

The Board may authorize up to ten (10) days (eighty (80) hours) paid leave for illness or injury in-the line-of-duty for a bargaining unit member. Such illness or injury must be certified by a physician as being school connected or contracted. This leave shall not be in addition to leave granted under Family Medical Leave Act provisions but shall be included in Family Medical Leave Act.

**7. Family and Medical Leave Family Act (FMLA)**

Leave will be granted in accordance with the Family and Medical Leave Act (FMLA). Employees who have worked for the College longer than twelve (12) months and who during the twelve-month period preceding leave worked at least 1250 hours, are eligible for family and/or medical leave. Eligible employees may take up to twelve (12) workweeks of unpaid leave in any twelve-month period for any of the following four reasons:

1. the birth of a child to the employee or employee's spouse
2. the placement of a child with the employee for adoption or foster care
3. the need to care for a spouse, son, daughter or parent with a serious health condition
4. a serious health condition that makes the employee unable to perform his or her job

Functions. If both spouses are employed by the College, a combined total of twelve (12) work weeks to the two employees will be provided in the case of childbirth, adoption or placement of a child for foster care. The employee may elect or the College may require the employee to substitute any accrued paid vacation for part of the twelve-week period when the employee takes leave to care for a newborn or child placed for adoption. The employee may elect, or the College may require, the employee to substitute any accrued paid vacation and/or sick leave for all or part of the twelve-week period when the employee takes leave due to his or her own serious health condition. The College will continue to pay for the employee's group health insurance that the College has provided in advance of leave. The employee will be required to pay in advance all insurance premiums that are payroll deducted for family coverage etc., while the employee is not accruing salary or wages during leave. If the employee fails to return to work after leave for reasons other than the continuation, recurrence or onset of a serious health condition that would entitle employee to medical leave or due to other circumstances beyond the employees' control, the employee will be financially responsible for the medical insurance premiums the College paid while the employee was on leave.

#### Medical Certifications

The College may require the employee who takes leave because of his or her own serious health condition or the serious health condition of a family member to provide medical certification from the health care provider. The certification must be given in a timely manner and if possible before leave begins after or within fifteen (15) calendar days of request, if practicable.

All medical certifications must contain the following information:

1. the date on which the serious health condition began
2. the probable duration of the condition
3. the appropriate medical facts about the condition known by the health care provider
4. In the case of leave due to the employee's serious health condition, that the employee is unable to perform the functions of his or her job
5. In the case of leave due to a family member's serious health condition, that the employee is needed to care for that individual and an estimate of the amount of time that the employee will be needed to do so.

If the leave is intermittent or on a reduced schedule, the certification must additionally contain:

1. dates treatment is expected and duration of the treatment
2. an explanation of the medical necessity for leave on an intermittent or reduced schedule and the expected duration of the leave

The College may, at the expense of the College, require the employee to obtain a second opinion from a health care provider selected by the College. If the second opinion differs from the first, a third opinion may

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be obtained, at the expense of the College, from a health care provider approved by both the College and the employee. This third opinion will be final and binding. The College may require the employee to obtain subsequent re-certifications. If leave is due to the employee's own serious health condition, the employee will be required to provide a fitness-for-duty certification from the health care provider that the employee is able to return to work. The fitness-for-duty certification shall only be related to the particular health condition that caused the employee's need for Family Medical Leave Act leave. The College may deny restoration to employment until an employee submits a fitness-for-duty certification. Employees should give at least 30 days advance notice of leave where practicable. Leave taken for the birth, adoption or placement of a child for foster care must be taken within twelve (12) months of the event.

## **7. Paid Sick Leave**

### *Accrual*

Full-time faculty are entitled to sick leave on account of personal sickness, accident, disability, or extended personal illness, or because of illness or death of the employee's father, mother, brother, sister, husband, wife, child, or other close relative or member of the employee's own household. The College may, in its discretion, require certification by an appropriate medical authority of illness, injury, or death. Sick leave with compensation is earned at the rate of one (1) day (eight (8) hours) per calendar month of service, or major fraction of a calendar month of service, not to exceed twelve (12) days (ninety-six (96) hours) for each fiscal year. No more than eighty (80) days (six hundred forty (640) hours) may be used in any one fiscal year. Sick leave accumulated within Florida may be transferred to St. Johns River State College from another Florida College System institution, the Florida Department of Education, the Florida University System, or a Florida district school board provided that at least one-half (1/2) of the sick leave accumulated at any time must have been earned at St. Johns River State College. Effective July 1, 2013, hours transferred in from another employer are not eligible for sick leave payout at retirement or termination. Hours transferred in prior to July 1, 2013 will be included in any sick leave payout computation. Instructional personnel may use sick leave for missed overload courses.

### *Use for Family Member(s)*

An employee may use accrued sick leave for eligible Family Medical Leave Act leave, or leave due to illness or death of a close relative or member of employee's own household up to the maximum amount of sick leave allowed.

### *Use for Personal Reasons*

Four (4) days (thirty-two (32) hours) deducted from sick leave may be allowed for personal reasons each fiscal year (July 1 – June 30). Such leave shall be charged only to accrued sick leave and must be approved by the appropriate supervisor.

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For instructional personnel, such leave for personal reasons not covered by Family Medical Leave Act, shall have the following restrictions (except when approved by the Academic Vice President):

- a. No more than two (2) days (sixteen (16) hours) of leave may be taken in Fall or Spring Term.
- b. No more than one (1) day (eight (8) hours) may be taken in any Summer Term.

#### *Payout upon Retirement*

Payment for a limited number of hours of accumulated (unused) sick leave upon retirement from St. Johns River State College when a full-time employee meets the following criteria:

- is eligible for retirement benefits from the State of Florida's retirement system pension plan regardless of whether they are in the pension plan or the investment plan
- has at least ten (10) years of full-time employment with St. Johns River State College and has been an active full-time employee for the last 12 consecutive months.

If eligible for sick leave payout upon retirement, an employee may be paid for up to one-half of his/her accumulated (unused) sick leave, but not more than sixty (60) days (four hundred eighty (480) hours). If an employee returns to work after normal retirement, they are not eligible for additional accumulated sick leave payout. When an employee receives a sick leave payout upon retirement, all unused sick leave credit shall become invalid. If an employee terminates prior to retirement, and later becomes re-employed, his/her sick leave credit shall be reinstated.

#### *Reinstatement to SJR State Retirees*

An employee retiring from St. Johns River State College may reinstate up to sixty (60) days (four hundred eighty (480) hours) of unused sick leave for which he or she has not received reimbursement but are not eligible for an additional payout.

#### *Sick Leave for Grant Positions*

Employees filling positions made possible by funding from a source outside the College (for example – State and federal grants) earn sick leave with compensation at the rate of eight (8) hours per calendar month of service, or major fraction of a calendar month of service, not to exceed twelve (12) days (ninety-six (96) hours) for each fiscal year. There is no adjustment of sick leave or cash payment for sick leave upon termination. Sick leave that has been financially supported by an external source can be credited and reinstated if an employee is rehired on a full-time basis within a period of one year following the expiration of a grant or other externally funded source.

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*Sick Leave Pool*

Purpose: To help protect the employee from loss of income due to a catastrophic illness or injury. All full-time employees earn sick leave credit, which in most cases should be sufficient for their needs. The sick leave pool provides a method for the many to protect the very few in a time of great and special need.

DEFINITIONS: For purposes of this procedure, the following definitions apply:

- (a.) A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee that requires treatment by a licensed practitioner for a prolonged period that would result in loss of compensation from the college, and from which the employee is expected to recover to work again at full capacity.
  - (b.) A licensed practitioner means a practitioner who is practicing within the scope of his/her license in treating the employee.
  - (c.) The missed work may be continuous or intermittent.
  - (d.) Employees must be a member of the Sick Leave Pool in order to request and use hours from the pool.
- (1) Participation in the sick leave pool shall be voluntary. Any full-time employee shall be eligible for participation in the pool, during the annual open enrollment periods only, provided that such employee has met all requirements explained herein. Open enrollment will run from April 1 to April 30 and October 1 to October 31 or the end of benefits Open Enrollment period, if later, each year. All application forms must be furnished to the Office of Human Resources by close of business at the end of the open enrollment period. The employee must have been employed full-time for one continuous year by the end of open enrollment and have accrued a minimum of 72 sick leave hours as of the last day of open enrollment. Employees paid 100% from grant or other non-college funding are not eligible to enroll in the Sick Leave Pool. The President may grant exceptions to this policy due to previous experience paid through College funds, but such exception shall not exclude the requirement of one full year of continuous full-time college employment immediately prior to filing an application.
- (2) Sick leave may not be advanced for the purpose of contributing to the pool. No individual may join the pool while on sick leave. Employees applying to join the Sick Leave Pool must have worked at least 2 weeks of the open enrollment calendar month. (3) An

employee requesting sick leave pool hours due to a catastrophic illness or injury is not eligible for pool hours until the employee has been under a licensed practitioner's care.

(4) A member shall not be eligible to use sick leave from the pool until all of that person's accrued sick leave and vacation leave has been depleted.

(5) Each participating employee shall make an initial contribution of 32 hours to the pool. The pool shall be considered depleted when the total amount of credits in the pool is 240 hours or less. Employees will be given 10 days written notice of the number of sick leave hours required for replenishment. After 10 days of written notice to the individual, contributions to replenish the pool will be automatically transferred from a member's personal sick leave account without further authorization. An employee who does not have sufficient hours to participate in the replenishment will be withdrawn from the sick leave pool. Such employee may join at the next open enrollment period for a contribution equal to that of the replenishment amount. If employee does not have sufficient hours at the next open enrollment or chooses not to re-enroll at such time, then that employee may only join in future open enrollments by meeting all requirements as any other prospective enrollee. An employee who is absent while using leave time withdrawn from the sick leave pool is treated for all purposes the same as an absent employee on earned sick or vacation leave. Sick leave and vacation leave will be used as earned.

(6) An employee may choose to withdraw from the sick leave pool at any time. Once withdrawn from the pool, the employee will not be charged any hours for replenishment, and will not be eligible to request hours from the Sick Leave Pool in the future. An employee who withdraws from the pool may only reenter during established open enrollment periods, contributing the same number of hours required for all other employees. He/she must also meet all other qualifications for enrollment. (7) If requesting to withdraw time because of a catastrophic illness or injury, the employee will be required to furnish a Statement from the licensed practitioner treating the employee listing the general nature of the illness or injury, prognosis and expected recovery date. Employees must complete the Physician Certification form for this purpose.

(8) Any sick leave drawn from the pool by a member must be used for the member's own personal illness, accident, or injury (not for illness of spouse or dependents, nor for extenuating or personal circumstances). Pregnancy shall be an eligible disability for withdrawing leave from the pool only when complications leave the employee in a position certified by a physician as physically unable to work. Sick leave pool hours, however, may not be withdrawn due to maternity leave or for the purpose of childcare. Sick Leave Pool hours may be requested for pregnancy complications certified by a physician that the employee is unable to work beyond six weeks past the date of birth. The sick leave pool does not cover cosmetic or reconstructive surgery unless it is the result of an injury, illness or congenital defect. Elective surgery is excluded from sick leave pool usage.

1 (9) In the event an employee is physically unable to complete a request to complete a sick  
2 leave pool benefits form, the College may process a form to the benefit of the employee  
3 without his/her signature.

4 (10) A contractual employee is limited to drawing time from the pool in accordance with  
5 his/her contract. Individuals cannot utilize the sick leave pool during those times not  
6 covered by their base contract.

7 (11) Participants receiving workers compensation payments are not eligible to receive sick  
8 leave hours from the pool.

9 (12) A maximum of 60 days may be withdrawn by a member of the sick leave pool during  
10 any 12 month period. Sick Leave Pool hours may not be used once employee has used the  
11 maximum 80 days Sick Leave as defined in SJR State Procedure 3.1.5.8 – Paid Sick Leave.  
12 The maximum number of days a member may withdraw from the pool is 120 days within  
13 any four consecutive years of employment.

14 (13) Termination of employment for any reason automatically withdraws an employee from  
15 the sick leave pool. A member who chooses to no longer participate in the sick leave pool  
16 must submit a written request to the Benefits Committee Chair and will not be eligible to  
17 withdraw any sick leave already contributed to the pool.

18 (14) The sick leave pool program will be monitored by the Benefits Committee. Decisions of  
19 the Benefits Committee as they relate to eligibility to join or use the sick leave pool may be  
20 appealed only if additional documentation or a clarification of facts is available. The Benefits  
21 Committee makes the final decision in all cases.

22 (15) Amendments to this procedure can be made by approval of a majority of the Benefits  
23 Committee and will become effective upon approval by the President.

24 (16) The Office of Human Resources will be responsible for maintaining all records  
25 regarding the sick leave pool, including minutes and sick leave activity of each participating  
26 member.

27 (17) In the event the sick leave pool is disbanded, all days remaining in the sick leave pool at  
28 the time of said action shall be distributed on a pro rata basis to the members of the sick  
29 leave pool equally, without regard to length of membership or previous use of the sick leave  
30 pool.  
31

## **Article XIII. Faculty/Employee Rights**

### **Section 1. Bargaining Unit Member Rights**

In the event the Administration intends to modify any right, privilege, or benefit enjoyed by the faculty, which is not specifically provided for in this Agreement, the Administration agrees to give notice to UFF and provide an opportunity to discuss any changes prior to implementation. Neither such discussion nor any construction of this section shall waive UFF's right to bargain the impact on wages, hours, or terms and conditions of employment of any decisions made by the Administration. UFF, nor bargaining unit members, waive any rights they are entitled to under State and federal law.

### **Section 2. Academic Freedom**

- A. All faculty members are entitled to academic freedom regardless of their tenure status.
- B. In recognition of the principle of academic freedom at St. Johns River State College, the parties affirm that faculty members must be free of any arbitrary limitations on the study, investigation, presentation or interpretation of facts and ideas in any branch of learning consistent with the standards and practices of academic inquiry.
1. A faculty member is entitled to full freedom in research and in the publication of the results, subject to adequate performance of other academic duties.
  2. A faculty member is entitled to freedom in the classroom in discussing any academic subject, in devising and selecting teaching strategies and educational materials, and in using them to present any academic subject. However, s/he shall not introduce a controversial matter that has no relation to an academic subject.
- C. Moreover, it is understood that faculty members are employees of a public educational institution as well as being citizens and members of a learned profession. When a faculty member speaks or writes as a citizen, he or she is expected recognize the special position in the community he or she holds as an employee of St. Johns River State College in that the public may judge both the faculty member's institution and profession by his or her Statements. Therefore, the faculty member shall strive to be accurate, to exercise appropriate restraint, to show respect for the opinions of others and in the expression of personal opinions to indicate that he or she is not a spokesperson for St. Johns River State College. However, a faculty member speaking or writing as a citizen shall be free from any form of institutional censorship or discipline.

### **Section 3. Right to Privacy**

- A. An employee has the right to privacy with regard to his/her personal and private life, including, but not limited to, religious and political activities, unless such actions are demonstrably detrimental to the College.
- B. The Administration may implement and maintain a Drug-Free Workplace to the extent permitted by State and federal law, provided that no employee shall be subject to any form of drug testing for any medication for which the employee can produce a valid and current prescription. The Administration will make a good-faith effort through the Employee Assistance Program (EAP) to assure that any

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1 faculty member determined to be dependent upon illegal drugs is remediated and returned to active  
2 status with the College. Should the Administration want to implement a drug policy that includes  
3 faculty, such policy will be determined through the collective bargaining process. No faculty member  
4 shall be subjected to a random drug test of any kind for any purpose. No faculty member will be  
5 discriminated against because of his refusal to submit to a drug test not permitted by this Agreement.  
6 Program faculty assigned to an affiliated site for an academic program will be required to adhere to the  
7 affiliation agreement provisions which may include additional background and drug tests.

#### 9 **Section 4. Safe Workplace**

- 10 A. UFF and the Administration agree that employees and students are entitled to a campus environment  
11 free from any kind of harassment. The parties shall endeavor to achieve a working and learning  
12 environment free from all forms of harassment and discrimination. To this end, the parties agree to  
13 convene the College Safety & Security Committee according to the language on Committees below and  
14 that this section may be reopened annually upon request by either party to bargain the Committee's  
15 recommendations.
- 16 B. Harassment includes, but is not limited to, slurs, innuendoes or other verbal or physical conduct  
17 reflecting on an individual's race, color, religion, national origin, ethnicity, age, gender, gender identity,  
18 pregnancy, marital status, sexual orientation, disabling condition, veteran status, or any other factor or  
19 condition protected by law which has the purpose or effect of creating an intimidating, hostile, or  
20 offensive educational work environment, has the purpose or effect or unreasonably interfering with the  
21 individual's work performance or participation, or otherwise adversely affects an individual's  
22 employment or educational opportunities.
- 23 C. No faculty member shall be subjected to sexual harassment, whether from a student, colleague,  
24 supervisor, or other member of the College community. Sexual harassment is defined as unwelcome  
25 advances, requests for favors, and other unwanted conduct of a sexual nature, whether verbal (such as  
26 the use of sexually degrading words and innuendoes), visual (such as the displaying of sexually  
27 suggestive or explicit photographs, drawings, graffiti, etc.), or physical (such as the use of sexually  
28 suggestive body language or physical touch), by someone from or in the workplace or educational  
29 setting, under any of the following conditions:
- 30 1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's  
31 employment.
  - 32 2. Submission to, or rejection of, the conduct by the individual is used as the basis of employment  
33 decisions affecting the individual.
  - 34 3. The conduct has the purpose or effect of having a negative impact upon the individual's work or  
35 academic performance, or of creating an intimidating, hostile, or offensive work or educational  
36 environment.
  - 37 4. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision  
38 affecting the individual regarding benefits and services, honors, programs, or activities available at or  
39 through the College.

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The Administration shall advise the faculty member in the event that a student known to the College to be on a State or national sex offender registry enrolls in his or her class.

## **Section 5. Personnel Files**

- A. Any records that relate to a faculty member's performance or evaluation will be filed in the faculty member's Limited Access File in the Office of Human Resources. The faculty member's Limited Access File may be released by the records custodian only upon written authorization from the faculty member or the College President, or upon order of a court of competent jurisdiction. Written authorization to review a faculty member's personnel files will be filed in the personnel file.
- B. No anonymous complaints shall be entered into or maintained in the faculty member's personnel file.
- C. Any unit member will be permitted to inspect his or her individual personnel files in the Human Resources Department during normal business hours. A faculty member may obtain copies of any items and/or documents in his personnel file.

## **Section 6. Intellectual Property**

- A. In accordance with the laws of the State of Florida, a faculty member shall have the right to ownership of all work products that relate to educational endeavors, if such products are the result of independent labors, and are not produced as a result of a specific agreement with the College. Such endeavors may include any patent rights, copyrights and royalties, and any associated profits derived there from.
- B. When products are the result of a specific agreement with the College, the Board and a faculty member may enter into an agreement to establish the percentage of ownership of trademarks, copyrights or patents for work products that relate to educational endeavors in accordance with the laws of the State of Florida.
- C. Unless the contribution is substantial, faculty shall not accept royalties or other compensation from the sale of a custom text created by a publisher specifically for use at the College if that faculty was not an original author of the unmodified version of the existing edition of the text.

## **Section 7. Outside Employment**

Faculty members shall ensure that outside and self-employment will not affect the member's scheduled assignments or scheduled responsibilities at the St. Johns River State College. Members are not required to report outside employment. 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.

## **Section 8. Faculty Offices**

- A. The Administration shall provide each faculty member with a lockable office. Each faculty member shall have a computer with Internet access, a lockable desk and at least one (1) lockable file cabinet, a bookcase, a desk chair, and a student chair. Offices shall be located near the faculty member's classes whenever possible.

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- 1 B. The Administration shall provide at least one telephone for each full-time faculty member's office. The  
2 use of telephones by the faculty member shall be in accordance with administrative rules and  
3 procedures.
- 4 C. Faculty members will have unimpeded access to their offices and bathroom facilities during normal  
5 operating hours on days of normal campus operations. If access is needed after normal operating hours,  
6 the faculty member will be granted access within a reasonable time by contacting the appropriate  
7 campus security office and upon verification of faculty identification. Bathroom facilities shall remain  
8 accessible to faculty after normal operating hours.

## 9

### 10 **Section 9. Parking**

11 On each campus, the Administration shall provide parking facilities designated for faculty and staff only.  
12 The Administration shall provide these facilities free of charge and within a reasonable distance of each  
13 building where faculty offices are located. Such designation shall be for twenty-four (24) hours, seven (7)  
14 days per week. The Administration will keep the parking areas maintained, lighted, and protected with  
15 security.

### 16

### 17 **Section 10. Enhancement of Professional Skills**

- 18 A. The College supports efforts by faculty members to complete advanced degrees and participate in  
19 academic activities such as conferences. The granting of professional leave will be considered when  
20 requested in advance by faculty members to take examinations, defend dissertations, or make  
21 presentations to academic, professional, or community organizations.
- 22 B. A faculty member may also attend approved seminars or workshops within the faculty member's  
23 discipline or are within an area where the College desires additional certification/training. The faculty  
24 member will be advised of the amount of approved reimbursement prior to attending. Unless prior  
25 approval of the amount is obtained, no reimbursement will be made. The faculty member must provide  
26 verification of seminar/workshop attendance to qualify for reimbursement.

### 27

### 28 **Section 11. Tuition Reimbursement**

- 29 A. Coursework at the College taken by a spouse or dependent of a faculty member shall be free of charge.
- 30 B. Undergraduate and graduate coursework taken by a faculty member at other accredited institutions of  
31 higher learning shall be reimbursed. A faculty member shall be reimbursed for payment of tuition within  
32 thirty (30) days upon documentation of payment to the Administration. When applicable, such  
33 documentation shall include a transcript showing successful completion of the most recent coursework  
34 for which tuition reimbursement was received.

**Section 12. Minimum Credentials**

To be in compliance with the published requirements of the Southern Association of Colleges and Schools (SACS) and other accrediting agencies all instructional faculty members must satisfy the minimum credentials requirements published by these agencies. When necessary, requirements in addition to the minimum credentials established by SACS or other accrediting agencies shall be jointly determined by the Administration and UFF.

**Section 13. Selection of New Faculty**

- A. The Administration recognizes the importance of conferring with faculty in the hiring of new full-time faculty members. The appropriate Vice President will establish faculty screening committees that will be consulted prior to the hiring of new full-time faculty members. Any such committee shall include full-time faculty members. When sufficiently diverse faculty members are available to serve on a screening committee for the selection of new faculty, they shall have the following credentials in the priority indicated:
1. The committee shall include at least four (4) faculty members the majority of whom shall be full-time, faculty members with continuing contracts teaching in the same field or subject areas for which a candidate is being considered. If sufficient numbers of faculty are not available to meet the majority requirement, then faculty from closely related disciplines shall be appointed. UFF shall be notified of the creation and membership of all faculty screening committees and may recommend additional members if needed. If UFF cannot identify additional volunteers, the Administration may move forward with the committee.
  2. In the event sufficient numbers of full-time, faculty members with continuing contracts are not available, faculty members without continuing contracts may be asked to serve. Faculty members with continuing contracts shall have priority over faculty without continuing contracts for assignment to a screening committee for selection of new faculty.
- B. The committee shall function as follows:
1. The committee shall review all applications for a faculty vacancy and determine which candidates to interview.
  2. The committee will interview and recommend finalists according to approved, objective criteria.
  3. The committee will file a written recommendation, listing finalists alphabetically and/or by ranked preference, with the appropriate administrator concerning the employment of candidates.
  4. Input from faculty screening committees will be utilized in the final selection. In the event the hiring decision deviates from the committee recommendation, the President shall provide feedback to the committee chairperson.
- C. If the College conducts a campus or College-wide orientation for newly employed faculty, UFF may, at its discretion, make a presentation, and provide a separate packet of information to be distributed with orientation materials.

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**Section 14. Vacancies and Transfers**

- A. The Administration retains the right and responsibility for determining the number and type of faculty positions required at each campus or center, and for the selection of individuals to fill these positions. The Administration recognizes the importance of conferring with faculty in the transfer of full-time faculty members.
- B. Faculty members will be assigned primarily to one of the three campus locations (Orange Park, St. Augustine, or Palatka) or any established centers. When a new faculty position or vacancy appears at any such location and the President intends to fill it, the faculty position will be filled by the Administration in accordance with the following guidelines:
1. Email notification of the position shall be sent to all full-time faculty members and a copy of the Position Announcement will be furnished to the President of UFF-SJR. Currently employed full-time faculty members shall be given a minimum of five (5) business days' notice of, and opportunity to apply (internal advertisement) for, a faculty position opening prior to advertising outside the college (external advertisement).
  2. To request a transfer to a new or vacant full-time faculty position within the faculty member's discipline or from one discipline to another, a qualified full-time tenured faculty member shall submit a request for transfer to both the faculty member's immediate administrative supervisor and the Director of Human Resources by the job close date as printed on the job posting. In the event of a request for transfer between disciplines, the appropriate Vice President, or designee, will verify qualifications before proceeding. Transfers can be initiated among faculty and presented to the appropriate administrator(s).  
  
After the close date for the internal advertisement, the Director of Human Resources will forward the request to the appropriate Vice President for review and approval. The Vice President making the transfer request decision will notify the requesting faculty member of the decision in writing within ten (10) days of the committee recommendation. If the transfer request is denied, a written explanation shall be provided with the notice.
  3. Preference shall be given to current faculty. Those with greater seniority shall be given preference when more than one faculty member requests a transfer.
- C. If the Administration determines that it is necessary to transfer a member to a new campus or center, the Administration will first request qualified volunteers. If no qualified faculty members volunteer, the position shall be posted externally. No faculty member shall be subject to an involuntary transfer.
- D. For a new or vacant full-time faculty position that is different from the faculty member's current discipline, a tenured faculty member requesting a transfer must meet the minimum qualifications for teaching in the new discipline and the application deadline date for applying as printed on the job posting on the College's Web site announcement.
- E. When transferring from one discipline to another where there is no change in campus or center, the appropriate Vice President with responsibility for the discipline being sought will retain the sole right to approve or reject the transfer request.
- F. Any faculty member selected for transfer must meet the educational requirements for the position.

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**Section 15. Access to College Mail**

- A. The College shall make its internal mail service available to each faculty member. Each faculty member will be provided a mailbox at his assigned campus and will have access to his mail through mail service personnel and/or a keyed box during reasonable operating hours of the College.
- B. The College will provide an email account and access to each faculty member. At a minimum, email access shall be provided in the faculty member's office and via the Internet or Canvas (or appropriate learning management system) from off campus.

**Section 16. Committees**

- A. Executive Management Team (EMT). UFF shall appoint one (1) voting member to the (EMT).
- B. Institutional Planning Committee (IPC). The Faculty Senate President and a faculty representative from each of the campuses (1 per campus) shall serve on the IPC.
- C. Employee Benefits Committee.
1. UFF shall appoint at least half of the voting members of the Employee Benefits Committee.
  2. The Committee shall meet at least twice per year to review information, policies, and procedures relevant to those employee benefits covered in this agreement.
  3. The Committee shall make recommendations to the parties' bargaining teams. All recommendations of the Committee shall be subject to negotiations.
- D. General Education Committee. At least half of the members of the General Education Committee shall be in the faculty bargaining unit.
- E. College Safety & Security Committee.
1. UFF shall appoint representatives to the Committee.
  2. The Committee shall meet to review information, policies, and procedures relevant to safety and security in general.
  3. The Committee shall make recommendations to the parties' bargaining teams. All recommendations of the Committee shall be subject to negotiations.

**Section 17. Legal Assistance**

When a faculty member is named as a defendant in any legal complaint, the College shall provide legal assistance upon determination that the faculty member's actions giving rise to the complaint were reasonable and taken within the scope of his or her College Employment.

**Section 18. Weingarten Rights (UFF Representation during disciplinary discussions)**

A faculty member who is a member of UFF and who has the reasonable expectation that discipline or other adverse employment action may result from a meeting with an administrator has the right to UFF representation during the meeting. The decision whether to represent or accompany a faculty member who is not a member of UFF rests solely with UFF.

**Section 19. Retired Faculty Members**

A retired faculty member in good standing shall have privileges to use the College's facilities such as campus gymnasias, library facilities (access to materials and electronic resources, checkout materials), etc. Retired faculty members shall retain discounts for events at College-affiliated organizations as afforded to current faculty members and subject to agreements with College-affiliated organizations. Retired faculty members shall retain their e-mail account and e-mail access for a period of one (1) year after separation. All benefits as above are subject to and consistent with the policies applicable to regular, full-time faculty members.

**Article XIV. Appendix A. Grievance Form**

Check one:

Check one:

\_\_\_\_\_ Level I (Immediate supervisor)

\_\_\_\_\_ Represented by UFF

\_\_\_\_\_ Level II (College President or designee)

\_\_\_\_\_ Representing myself\*

\_\_\_\_\_ Level III (Neutral Arbitrator)

\_\_\_\_\_ Represented by legal counsel\*

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Date received by SJR State BOT Contract Administration Representative

\_\_\_\_\_ Personal delivery

\_\_\_\_\_ U. S. Mail

\_\_\_\_\_ Email

**GRIEVANT**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_@\_\_\_\_\_ . \_\_\_\_\_

CAMPUS: \_\_\_\_\_ BUILDING: \_\_\_\_\_ ROOM #: \_\_\_\_\_

If grievant is represented by the UFF or legal counsel, all grievance communications should go to the grievant's representative.  
 Other addresses to which mailings pertaining to grievance shall be sent to:

**GRIEVANCE REPRESENTATIVE\***

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_@\_\_\_\_\_ . \_\_\_\_\_

CAMPUS: \_\_\_\_\_ BUILDING: \_\_\_\_\_ ROOM #: \_\_\_\_\_

OR

MAILING ADDRESS: \_\_\_\_\_

**GRIEVANCE**

Alleged violation(s) of CBA:

Statement of grievance (must include date of acts or omissions complained of):

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\_\_\_\_\_ UFF representative \_\_\_\_\_ date

1 \_\_\_\_\_

2

3 Remedy Sought:

4 \_\_\_\_\_

5 \_\_\_\_\_

6

7

8 \*If the grievant elects self-representation or to be represented by legal counsel, the UFF shall also be  
9 notified in writing of the date, time, and place of any meeting or hearing called for the purpose of discussing  
10 the grievance, shall have the right to have an observer present at all meetings and/or hearings called for the  
11 purpose of discussing such grievance, and shall be sent copies of all decisions at the same time as they are  
12 sent to the other parties. No resolution of any individually processed grievance can be inconsistent with the  
13 terms of this Agreement.

14

15 \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

16 Signature of Grievant

Date

17

# Article XV. Appendix B UFF Payroll Deduction Form (Membership Form)



## UNITED FACULTY OF FLORIDA St. Johns River State College Membership Card

I, \_\_\_\_\_ (please sign)  
authorize St. Johns River State College to deduct from my pay, starting  
with the first full monthly pay period commencing not earlier than  
seven days from the date this authorization is received by the College,  
membership dues of the United Faculty of Florida in such amount as  
may be established from time to time in accordance with the  
constitution and bylaws of UFF and certified in writing to the College,  
and I direct such that sum so dedicated to be paid to UFF. Currently,  
dues are one-percent (1%) of regular salary. The above deduction  
authorization shall continue until either (1) revoked by me with thirty  
days written notice to the UFF and the college payroll department, or  
(2) my transfer out of the bargaining unit. This authorization shall  
remain in full force in accordance with the provisions of Section  
447.303 Florida Statutes.

ACADEMIC EXCELLENCE | FACULTY VOICE | ACADEMIC FREEDOM

Name \_\_\_\_\_ Date \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home E-Mail Address \_\_\_\_\_

Cell Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Work Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Department \_\_\_\_\_

Title \_\_\_\_\_

(i.e., Instructor, Professor, Librarian, Counselor)

Office (Campus) \_\_\_\_\_

Building-Room \_\_\_\_\_

**What  
faculty can  
accomplish  
together  
through  
UFF...**

- ✓ a strong faculty voice
- ✓ paid parental leave
- ✓ intellectual property rights
- ✓ academic freedom
- ✓ due process and just cause
- ✓ binding arbitration
- ✓ seniority in assignments
- ✓ salary raises, equity raises
- ✓ guaranteed sabbaticals
- ✓ equitable workloads
- ...and more!

Pg. 60 \_\_\_\_\_ SJR State BOT representative \_\_\_\_\_ date

\_\_\_\_\_ UFF representative \_\_\_\_\_ date

## Article XVI. Appendix C Continuing Contract Performance and Portfolio Screening Rubric



FACULTY MEMBER: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

COMMITTEE MEMBER NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

### CONTINUING CONTRACT PERFORMANCE & PORTFOLIO SCREENING RUBRIC

To be eligible for Continuing Contract, all required portfolio components must be addressed with no score below 2.

#### **3- Exemplary:**

Documents submitted by the instructor are of excellent quality and evaluations of performance demonstrate excellence and ability for instructor to excel without regular, close classroom and other evaluation.

#### **2- Proficient:**

Documents submitted by the instructor are quality work and evaluations of performance demonstrate proficiency and ability for instructor to operate successfully without regular, close classroom and other evaluation.

#### **1-Basic:**

Documents submitted by the instructor are limited and evaluations of performance demonstrate basic service and ability to meet minimum expectation with regular supervision.

#### **0-Unsatisfactory:**

Documents submitted by the instructor reveal little or no quality information and evaluations of performance demonstrate additional regular, close supervision and evaluation of performance necessary.

REQUIRED COMPONENTS OF PORTFOLIO	3- Exemplary 2- Proficient 1-Basic 0-Unsatisfactory	COMMENTS
<p>Vision Statement of the unique role of a full-time faculty member employed by SJR State. Length to be equivalent to two-pages, double-spaced.</p> <p>Is the faculty member's vision congruent with the college's mission and goals?</p> <p>Does the faculty's vision Statement clearly articulate and reflect the roles and responsibilities of their position?</p>		
<p>Evidence of continued professional development.</p> <p>Does professional development activity reflect the needs of the department?</p> <p>Do the professional development activities reflect areas addressed in evaluations?</p> <p>Do the professional development activities reflect new contributions to the department/discipline?</p>		
<p>Evidence of institutional involvement in terms of service on departmental/institutional committees.</p> <p>What college committees did the faculty participate in?</p> <p>Did faculty member make a meaningful contribution when serving on the committees?</p>		
<p>Evidence of institutional involvement in terms of service on curriculum development committees.</p> <p>What curriculum development activities did the faculty participate in?</p> <p>Did the faculty member make meaningful contribution to curriculum revisions?</p> <p>Was the faculty member a leader in curriculum development and insuring curriculum remains current?</p>		

REQUIRED COMPONENTS OF PORTFOLIO	3- Exemplary 2- Proficient 1-Basic 0-Unsatisfactory	COMMENTS
<p>Evidence of institutional involvement in terms of service with accreditation and institutional effectiveness.</p> <p>What accreditation activities has the faculty member been involved in?</p> <p>How has the faculty member participated in the design and measurement of student learning outcomes?</p>		
<p>Evidence of institutional involvement in terms of service through participation and/or attendance at college sponsored events and activities, student activities, student clubs, etc.</p>		
<p>Changes that the applicant has made in the classroom or other areas in response to student evaluations.</p> <p>How has the faculty member utilized student evaluations?</p> <p>Of the six areas of the SUMMA what areas are highest/lowest?</p> <p>If an online instructor, what do student evaluations indicate?</p> <p>How has instruction been changed to reflect feedback?</p>		
<p>Changes that the applicant has made in the classroom or other areas in response to peer evaluations.</p> <p>How has the faculty member responded to peer input?</p> <p>Has faculty member demonstrated collaboration with peers when evaluating student learning outcomes and closing the assessment loop?</p>		

REQUIRED COMPONENTS OF PORTFOLIO	3- Exemplary 2- Proficient 1-Basic 0-Unsatisfactory	COMMENTS
Changes that the applicant has made in the classroom or other areas in response to administrative evaluations.  How has the faculty member utilized administrative evaluations?		

1

REQUIRED EVALUATION OF PERFORMANCE	3- Exemplary 2- Proficient 1-Basic 0-Unsatisfactory	COMMENTS
Evaluations by directors, deans, and administrators.		
Demonstrated effectiveness in ensuring student success and achievement.  Assessment of Student Learning Outcomes Grade Distributions Course Retention Rates Student Progression & Completion Employer surveys/job placement data when appropriate		
Instructional and assessment methods demonstrate appropriate rigor and variety to include ability to apply concepts in writing, real world scenarios, etc.		
Efficiency and effectiveness in the classroom and the College environment.		
Compatibility with students, faculty, and staff employed by the College.		
Demonstrated commitment to the mission of the Florida College System and the mission of SJR State.		
Demonstrated ability to communicate ideas, theories, thoughts, process, etc., in a cogent and understandable fashion.		
Awareness of the needs of the divergent student population served by the College and a demonstrated willingness to work with each student to maximize his or her academic and educational success.		
Technological competence to carry out the duties required of instructional positions as SJR State.		

OPTIONAL PORTFOLIO ITEMS	COMMENTS
Membership in professional associations or societies that contribute to the applicant's success as a full-time faculty member.	
Honors, awards, recognitions, letters of recommendation, etc., that the applicant has received.	
Any other attributes, documents, evidence of teaching success, etc., that the applicant believes will assist the Continuing Contract Screening Committee in making a recommendation.	
<p>Evidence of the applicant's service as an ambassador for SJR State within the three county district served by the college and State-wide.</p> <p style="text-align: center;">Has faculty member worked with business and industry?</p> <p style="text-align: center;">Has faculty member been involved with Advisory Boards?</p> <p style="text-align: center;">Has faculty member otherwise been involved with community outreach efforts on behalf of the College?</p>	
<b>OTHER COMMENTS</b>	

1

2

3

Pg. 66 \_\_\_\_\_ SJR State BOT representative \_\_\_\_\_ date

\_\_\_\_\_ UFF representative \_\_\_\_\_ date

**Article XVII. Appendix D Full-Time Faculty Self-Evaluation Form**



**Full-Time Faculty Self-Evaluation Form  
Academic Year 2019-2020**

**PLACE HOLDER**

Pg. 67 \_\_\_\_\_SJR State BOT representative \_\_\_\_\_ date

\_\_\_\_\_UFF representative \_\_\_\_\_ date

**Article XVIII. Appendix E. Instructor Evaluation Form Academic  
Year 2019-2020**



**Instructor Evaluation  
Form Academic Year  
2019-2020**

**PLACE HOLDER**

**ALSO need form(s) for non-instructional bargaining unit members**

**Article XIX. SIGNATURES**

FOR

ST JOHNS RIVER STATE COLLEGE BOT:

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Joe Pickens  
President

---

James Crosland, Esq.  
BOT Chief Negotiator

**REST OF TEAM NAMES AND SIGNATURES**

FOR

UNITED FACULTY OF FLORIDA:

---

Dawn Bergeron  
President, UFF-SJR STATE

---

Candi Churchill, Chief Negotiator, UFF

UFF-SJR State Bargaining Team Members:

---

Bruce Fox

---

Aaron Knowles

---

Linda Mackie

---

Matt McCallister

---

Clay Moore, UFF-SJR State Bargaining Chair

---

Jim Moroney

---

Colleen Walrath

---

Beryl White-Bing

BACK COVER

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