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# **AGREEMENT**

BETWEEN THE

**DISTRICT BOARD OF TRUSTEES  
EASTERN FLORIDA STATE COLLEGE**

AND

**UNITED FACULTY OF FLORIDA**

BREVARD CHAPTER

2012-2015

Revised June 2013

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## **ARTICLE 1: PREAMBLE**

Section 1.1 – This Agreement is entered into by and between the District Board of Trustees of

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3. Counselors – Those faculty members whose primary responsibility is counseling.

B. Temporary Full-Time Faculty – Includes temporary full-time faculty positions established for a limited period not to exceed two consecutive academic years. Temporary full-time faculty positions may be renewable on an annual basis. The total number of temporary full time faculty will not exceed 5% of the number of regular full time faculty. Any addition to this number of temporary full time faculty in excess of the 5% will be reviewed with UFF-Brevard in advance. Temporary full-time faculty members enjoy all benefits of this Agreement, except as noted in Article 8. Up to one year of a full time temporary faculty member’s assignment may be applied to the tenure process.

C. Grant-Funded Faculty – Those full-time temporary, non-tenured faculty members, whose positions are funded by grants. These faculty members shall receive annual contracts with the required duties and responsibilities restricted by the terms and conditions of the grant. Grant-funded faculty positions may be renewable on an annual basis for the duration of the grant. Grant-funded faculty enjoy all benefits of this Agreement, except as noted in Article 8. The classification definitions contained in this Agreement shall be exclusive for the duration of this Agreement.

Section 3.10 – Supervising Administrator: Administrator with direct supervisory responsibility over a full-time faculty member. May be a Vice President, Provost, Associate Provost, Work-Force Administrator or Dean.

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Section 3.16 – Department Chairperson: A faculty member assigned to act as coordinator and liaison between the supervisors and the full-time faculty in an academic department. Department chairpersons shall have no supervisory responsibilities with regard to other full-time members of the faculty. Department Chairpersons will assist the supervisors on each campus, as needed, in carrying out their duties and will assume responsibility for implementation of the curriculum for an instructional or non-instructional program or cluster of programs.

Section 3.17 – Program Manager: A faculty member assigned to act as coordinator and liaison between the supervisors and the full-time faculty in specific programs such as Health Sciences requiring program-level leadership. Program Managers shall have no supervisory responsibilities with regard to other full-time members of the faculty. Program Managers will assist the supervisors on each campus or division carrying out their duties and will assume responsibility for implementation of the curriculum for an instructional or non-instructional program or cluster of programs.

Section 3.18 – Program and/or Curriculum Coordinator: A faculty member who assumes certain specific responsibilities within a program or cluster of programs to assist the supervising administrator.

Section 3.19 – Full-Time Faculty – Overload Teaching Assignments: An overload teaching assignment is any course taught by a full-time faculty member during a term when the faculty member has already completed his/her basic contractual obligations.

Section 3.20 – Daily Rate of Pay Calculation: The daily rate of pay calculation for a Basic-Year Contract (nine [9] months) will be determined by dividing the number of contractual days for that academic year into the faculty member's contractual salary. An



### Section 4.3 – 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 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 4.4 – Masculine/Feminine and Singular/Plural Pronouns

The use of masculine pronouns may be understood to mean feminine pronouns and the use of singular pronouns may be understood to mean plural pronouns in this Agreement.

### Section 4.5 – Protection Against Discrimination

A. Neither the College nor the Union shall discriminate against any faculty covered by this Agreement because of Union membership or non-membership, or activity in support of or opposition to the Union. This Section does not apply to the Union's right to refuse to represent non-members in the Grievance and Arbitration Procedure.

B. The parties agree, to the extent discrimination is prohibited by and defined in applicable federal or state law, that neither will discriminate against faculty based on race, color, religion, national origin, sex, age, disability, marital status, veteran status, or sexual orientation. It is the intent of the parties that any faculty alleging discrimination under this Section will have a choice of remedy, *i.e.*, under the applicable federal or state statutes or under the Grievance and Arbitration Procedure under this contract, but not under both. By filing a charge with the applicable state or federal agency, the faculty and the Union on behalf of the faculty waive the right to file a grievance under this contract. If already filed, the grievance shall be dismissed.

### Section 4.6 – Drug-Free Workplace

The Administration may implement and maintain a Drug-Free Workplace to the extent permitted by State and Federal law. The Administration will make a good-faith effort through the Employee Assistance Program (EAP) to assure that any faculty member determined to be dependent upon legal drugs, illegal drugs, or alcohol, is remediated and returned to active status with the College. The Union recognizes the existence of an existing College drug policy (302.5) that includes faculty. Any change to such policy that affects faculty will be by mutual agreement of the parties. There will be no random drug testing of faculty during the term of this contract, unless required by state or federal regulations, or affiliated agencies such as clinical sites. Faculty will be advised of any affiliate drug testing policy prior to assignment or change in policy. No faculty member will be discriminated against because of his refusal to submit to a drug test not permitted by this Agreement.

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Contributions. The amount of UFF-Brevard dues and assessments are uniformly charged by the UFF-Brevard to all members. The UFF Political Action Contribution is a voluntary deduction. The Employer will also provide UFF-Brevard with a list of the unit members from which deductions were made. Forms are available in Appendix A.

B. The Employer shall be obliged to make no more than one dues deduction from any faculty's pay with respect to any single pay period.

C. If the faculty involved has insufficient pay accrued with respect to any pay period to cover the full amount of dues and/or assessments charged, the Employer shall have no obligation to make a deduction for that pay period. There shall be no obligation to make deductions in order to pay dues or assessments in arrears unless the arrears are due to past error on the Employer's part.

D. UFF-Brevard agrees to indemnify the Employer, and hold it harmless, from and against any liability, real or asserted, of any kind or nature whatsoever, to any person or party, on account of the Employer's compliance or efforts to comply with this Article.

E. It shall be UFF-Brevard's obligation to keep the Employer at all times informed, through certification by a responsible official of the UFF-Brevard, of the amount of uniform dues and/or assessment deductible from faculty's pay. The Employer will accept such certification and be entitled to rely upon its accuracy.

F. Deduction authorizations shall be valid until revoked by the member with thirty (30) days

necessary to perform the activities without loss of pay. Union representatives shall notify their immediate Administrative Supervisor(s) of the need for time off for the performance of these activities, and such time shall be limited to no more than ten (10) hours to be divided among no more than three (3) representatives per week per campus or division.

C. The College shall provide release time to Union representatives to engage in activities directly related to grievances, arbitration, meetings with faculty and/or administration, bargaining, or other such Union matters as may be required.

1. Three (3) credit hours release time, shall be provided in each of Fall and Spring Terms to the President of the UFF-Brevard Chapter.
2. In those years during which full contract bargaining occurs, the College shall provide another three (3) credit hours, to be assigned to the Chief Negotiator for the purpose of facilitating the bargaining process, for each semester (Spring, Summer, and Fall) for which bargaining occurs.
3. For non-instructional faculty members, time equivalent to the credit hours shall be provided as release time in the above instances.
4. Faculty members on release time pursuant to this section shall retain all rights and responsibilities as other faculty members including, but not limited to, salary increases.

D. UFF-Brevard shall provide each provost

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- C. The College agrees to furnish the UFF-Brevard with the following items without charge:
1. The College Operating Budget and any changes thereto.
  2. Information, upon request, concerning the College's financial activities.
  3. The Annual Financial Report, concurrent with submission to the Florida Auditor General.
  4. A list of bargaining unit members to include the following information for each unit member:
    - a. Basic contract length
    - b. Basic contract salary
    - c. Date of original employment
    - d. Date of faculty hire if different
    - e. Years of experience credited for salary
    - f. Date of birth
    - g. Contact information (email address, campus address, and home address-A1



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

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

E. Upon request by UFF-Brevard, the College will provide on a regular basis those minutes, reports and other public documents that are not privileged or confidential under applicable law, and which are properly identified. Charges for such documents will be at the rate set out in Section 5.3.A. All requests for information shall be presented to the Associate Vice President of Human Resources.

#### Section 5.4 – Access to Facilities

A. UFF-Brevard shall have the right to use College facilities and equipment at reasonable times when such equipment is not otherwise in use. UFF-Brevard shall adhere to the appropriate Administrative Rules and Procedures for utilization of College facilities and equipment including completion of necessary College forms.

B. UFF-Brevard shall reimburse the Administration for the actual cost of all materials and supplies used within thirty (30) days of receipt of billing. A billing account for duplicating services shall be available with access/billing codes on college photocopy/duplicating machines.

C. When billed, UFF-Brevard shall reimburse the Administration for all costs associated with utilizing a College facility if UFF-Brevard requests the use of a facility at a time when the facility is not normally available. However, the College President may choose not to charge UFF-Brevard for the use of a facility.

D. UFF-Brevard will provide each provost and the Associate Vice President of Human Resources with a list of all Union council members and officers who are authorized to request the use of College facilities.

#### Section 5.5 – Internal Mail Service

UFF-Brevard, through agreed upon representatives, shall have the right to use the internal College mail including e-mail, to communicate with members of the bargaining unit at no cost to UFF-Brevard. UFF-Brevard Executive Council shall have access to any and all College email distribution lists which include faculty members in the bargaining unit.

#### Section 5.6 – Bulletin Boards

The College shall provide UFF-Brevard access to bulletin boards at each campus or division where available.

#### Section 5.7 – Union Office

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

#### Section 5.8 – Access to New Faculty Orientation

If the College conducts a campus or division-wide or district-wide orientation for newly employed faculty, the UFF-Brevard may, at its discretion, make a presentation, and provide a packet of information to be distributed with orientation materials. The College will notify the Union of the date of orientation and number of participants as soon as practical prior to the orientation.

#### Section 5.9 – Access to Faculty

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

In the event the Union wishes to hold a faculty meeting during such a day as described above, the College shall include such information in the program of events if so requested by the Union.

#### Section 5.10 – Consultation with the College President

The College President will be available to meet with UFF-Brevard President to consult (not bargain) on matters of concern at a time convenient to both parties.

### **ARTICLE 6: FACULTY RIGHTS**

#### Section 6.1 – Bargaining Unit Member Rights

In the event the College intends to modify any right, privilege, or benefit enjoyed by the faculty, which is not specifically provided for in this Agreement, the College agrees to give notice to the Union and provide an opportunity to discuss any changes prior to implementation.

Nothing in this section shall preclude the Union's right to impact bargaining.

Section 6.2 – Academic Freedom

A faculty member, whether tenured or not, is entitled to academic freedom.

A. In recognition of the principle of academic freedom at Eastern Florida State College the



An employee may receive:

- (a) Sample copies, instructor copies, or instructional materials. These materials may not be sold for any type of compensation if they are specifically marked as free samples not for resale.
- (b) Royalties or other compensation from sales of textbooks that include the instructor's own writing or work.
- (c) Honoraria for academic peer review of course materials.
- (d) Fees associated with activities such as reviewing, critiquing, or preparing support materials for textbooks pursuant to guidelines adopted by the State Board of Education or the Board of Governors.
- (e) Training in the use of course materials and learning technologies.

F. Consumable (Workbook) Texts – Consumable (workbook) texts may be selected by the appropriate campus or division textbook selection committee on a semester basis.

G. All textbook selections will comply with applicable state sp

### Section 6.6 – 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 6.7 – Outside Employment

Faculty members may engage in employment outside of the College provided that notice of such employment is provided to the College in advance when possible, but in no event later than ten (10) business days. The President will establish administrative procedures to ensure that such outside employment does not conflict with or does not reduce the capability to perform required functions as faculty of Eastern Florida State College. In the event a conflict between employment with the College and outside employment does occur, the employment at Eastern Florida will be considered primary.

### Section 6.8 – Consultant Fees

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. The employment as a consultant will be reported on the form for outside employment.

### Section 6.9 – Faculty Offices

A. The Administration shall provide each faculty member with a lockable office, with no more than two faculty members assigned to the same office. Each faculty member shall have a computer with Internet access, a lockable desk and at least a lockable file cabinet, a bookcase, a desk chair, and a student chair. Offices shall be located near the faculty member's classes whenever possible.

The faculty member, Union, and the College shall mutually agree to temporary exceptions to the above in the event temporary reassignments are needed for remodeling or similar purposes.

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changes in credentialing requirements, the faculty member will be eligible to apply for the standard tuition reimbursement program.



B. The committee shall function as follows:

1. The committee shall select its own chairperson.
2. The committee shall review all applications for a faculty vacancy and determine which candidates to interview.
3. The committee will interview and recommend finalists according to approved, objective criteria.
4. The committee will file a written recommendation concerning the employment of candidates, listing finalists alphabetically and/or by ranked preference, with the appropriate supervising administrator who will provide this information to the President.
5. Input from faculty screening committees will be advisory only; final decision rests with the President, who will notify the supervising administrator of his final decision. In the event this decision deviates from the committee recommendation, the supervising administrator shall provide feedback to the committee chairperson to assist in future selections.

C. If the College conducts a campus or division or College-wide orientation for newly employed faculty, the Union may, at its discretion, make a presentation, and provide a separate packet of information to be distributed with orientation materials.

#### Section 6.14 – Vacancies/Transfers

A. The College retains the right and responsibility for determining the number and type of faculty positions required at each campus or division, and for the selection of individuals to fill these positions. The College recognizes the importance of conferring with faculty in the transfer of full-time faculty members.

B. Faculty members will be assigned to one of the four campus locations: Titusville, Cocoa, Melbourne, Palm Bay, or any established center/institute. 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, it will be advertised in a College publication with College-wide distribution, and a copy of the Position Announcement will be furnished to the President of UFF-Brevard. All position openings at the College will be advertised by intra-college publication or by special bulletin, and by email to all faculty. 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).



J. If it is necessary to select a unit member for involuntary transfer, the President will assign transfer points to all unit members in the same discipline who are qualified to fill the open position. The total points accrued will be considered by the President in making its selection, with the unit member having the lowest number of points being the most vulnerable for involuntary transfer. Should the President select a unit member for transfer who has a point total greater than another qualified faculty member who is not being transferred, the President will state the reason for the selection in writing to the faculty member being transferred. A copy will be furnished to the President of the UFF/Brevard.

1. Transfer points will be assigned as follows:

- a. holding continuing contract 3 points
- b. each year of full time academic employment at the College, 1 point up to 10 points maximum
- c. completion of requirements for maintaining continuing contract, 1 point for each 3-year period
- d. Academic Preparation:

Doctorate	6 points
Masters + 60	5 points
Masters + 30	4 points
Masters	3 points
Bachelors or equivalent	2 points
Less than Bachelors	1 point

K. A faculty member selected for involuntary transfer to another campus or division will be given a minimum of three months' notice. The Administration shall not involuntarily transfer a faculty member for arbitrary, capricious or punitive reasons, including a faculty member's refusal to accept managerial responsibilities.

#### Section 6.15 – 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 or division 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 virtual private network (VPN) from off campus.

#### Section 6.16 – Councils and Committees

A. The College will maintain two Councils consisting of faculty and representatives from the Administration, who may be Administrators or staff members, as appropriate, to review and/or prepare recommendations for the College President or designee. The total number and

distribution of members and terms and length of service are specified in the Academic Affairs and TPD Handbooks (6.16, B, 4 and 6.16.C.3 below).

1. Administrators and staff members will not be voting members of the Academic Affairs Council (AAC) and the Tenure and Professional Development Council (TPD).
2. The councils may establish committees or subgroups as needed to accomplish the purposes of the council. The council will represent these recommendations to the College President through established means.

B. The Academic Affairs Council will be comprised and operate as follows:

1. All voting members of the Academic Affairs Council will be faculty, one member plus one alternate recommended by each Curriculum Cluster.
2. Non-tenured faculty members will be recommended by the Curriculum Cluster if there are not sufficient tenured faculty members available to serve.
3. The chair of this committee will be a tenured faculty member. The chair will be granted three (3) credit hours release time from instructional duties for each major academic term. If the chair remains equally active during the Summer Term, the chair will receive three (3) credit hours at the established adjunct rate for those duties. Additional release time may be granted to officers of the AAC as the need arises.
4. The College and UFF-Brevard will mutually develop goals for the Academic Affairs Council

C. The Tenure and Professional Development Council and standing committees will be comprised and operate as follows:

1. All voting members of the Tenure and Professional Development Council and Campus Tenure Committees will be full-time, tenured faculty.
2. The chair of the College-wide Tenure and Professional Development Council may be granted three (3) credit hours release time from instructional duties for each major academic term during which the Tenure and Professional Development Council is meeting regularly.
3. The College and UFF-Brevard will mutually develop goals for the Tenure Committee.
4. Each April the President of UFF-Brevard or designee shall recommend to and consult with the President or designee over the appointment of faculty members to the TPD Council.
5. The TPD members shall be selected as outlined in the Handbook.

D. Faculty will participate as voting members of the following committees.

Insurance

Academic Calendar (as defined in article 18.1)

College-wide Assessment Steering Team (COAST)

College-wide Quality Enhancement (QEP)

#### Section 6.17 – Legal Assistance

Legal assistance shall be provided to a faculty member when the College President or his designee determines, after investigation, that action taken by the faculty member was justifiable and occurred in the course of his employment. The specifics of such assistance will be determined by the President.

#### Section 6.18 – Union Representation (Weingarten Rights)

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

#### Section 6.19 – Retired Faculty Members

A retired faculty member in good standing shall have privileges to use the College's facilities such as wellness programs and equipment and library facilities (access to materials and electronic resources, checkout materials). 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-on and wh.000ee -1ye in.8(84.8(ar sep Tc0z)4.8(r8(f) Tc0 -1.A795 -nle t.8(o).15 TD3 22Tc-.0003 Tw[(electro3

Section 7.3 – While it is not possible to anticipate or detail in this Agreement all of the rights and prerogatives that the Employer retains and reserves, the following list is illustrative. The Employer exclusively retains and reserves the rights to: exercise all rights normally exercised by employers and not expressly limited herein; select faculty for hire; determine manning requirements; schedule work; determine the duties required of faculty; subcontract all or a part of its work or functions; transfer, lay off, recall, determine the nature and extent of services that are to be performed; regulate the use of equipment and facilities; make and enforce reasonable work rules; discontinue programs; and take such measures as management may consider to be reasonably necessary to the orderly, efficient and economical operation of the College except as may be in conflict with any provisions of this Agreement or handbook which may be incorporated into this agreement by reference.

## **ARTICLE 8 - FACULTY DUTIES AND RESPONSIBILITIES**

### Section 8.1 – Intent

The professional duties and responsibilities of College faculty members are comprised of scheduled as well as non-scheduled activities. The Board and the UFF-Brevard recognize that while instructional activities, office hours, and related other duties and responsibilities may be required to be performed at specific times and places, other activities may be arranged and performed at times and places determined by the faculty member at his/her discretion, provided that such arrangements do not conflict with College policies and procedures.

### Section 8.2 –Faculty Workweek

A. Each full-time instructional faculty member will be responsible for a combined total of twenty-five (25) weekly class hours and office hours. Faculty will submit biweekly online payroll certification. Every instructional faculty member will teach fifteen (15) classroom contact hours per week in each of the Fall and Spring terms or their equivalent. Each term will consist of an average of eighty (80) potential class and examination days during a period of time not to exceed sixteen (16) weeks in duration, or a total of not more than 165 scheduled class days. Faculty will be required to participate in scheduled departmental, discipline, and college-wide or campus or division-related activities, and to perform any other duties required to fulfill their instructional or programmatic obligations as delineated elsewhere in this article. Each faculty member's workweek will not exceed thirty-five (35) hours and five (5) consecutive calendar days, unless waived by the individual faculty member.

B. Library faculty members and counselors will account for their weekly hours as approved by their immediate supervisor, with the total number of hours not to exceed thirty-five (35) hours per week, or an average of seventy (70) hours per pay period

1. Each workday will include a thirty (30) minute rest period which may be scheduled, at the discretion of the faculty member, in two fifteen (15) minute increments or in one thirty (30) minute period.

2. Schedules for library faculty and counselors will allow for a reasonable degree of flexibility to attend meetings, sponsor organizations, and participate in campus or division or college-wide projects and initiatives. In order to perform such duties, the schedules of library faculty and counselors may be modified upon the approval of the administration in order to provide adequate service to students and other members of the

year may be issued an Extended-Year Contract by the administration in order to ensure adequate professional staffing.

1. The duration of the Extended-Year Contract will be based upon the Basic Academic-Year contract with the addition of term responsibilities necessitated by the length of the particular academic program, service, or project.
2. The determination of such duty days will be made by the supervising administrator in consultation with the individual faculty member and the supervising administrator.
3. The salary for an Extended-Year Contract will be calculated by pro-rating the Basic Academic-Year Contract as follows: the daily-rate of pay will be calculated by dividing the faculty member's annual salary for a Basic Academic-Year Contract by 165; and the resulting daily pay rate will be multiplied by the number of days, thereby yielding the revised salary for the Extended-Year Contract.

C. Upon the approval of the administration, a faculty member may be awarded an Extended Year Contract when assigned to temporary duties involving primarily non-instructional responsibilities.

1. An Extended Year Contract may be awarded for such activities as regional accreditation or reaffirmation, special task-force projects or assignments, or similar activities that may warrant or require the year-round responsibilities of a full-time faculty member.
2. An Extended Year Contract will not be awarded to full-time faculty members for the performance of full-time administrative duties and responsibilities.
3. The salary for an Extended Year Contract will be calculated by pro-rating the Basic Academic-Year Contract as follows: the daily-rate of pay will be calculated by dividing the faculty member's annual salary for a Basic Academic-Year Contract by 165; and the resulting daily pay rate will be multiplied by the number of days, thereby yielding the revised salary for the Extended Year Contract.

#### Section 8.4 – Instructional Faculty Responsibilities

A. Office hours denote regularly-scheduled time periods during which faculty members will be available onsite for one-on-one consultations with students in a non-classroom setting, to provide instructional, program-related, or similar academic assistance to students on an as-needed basis. Although such consultations are customarily scheduled in faculty members' assigned offices, the consultations may be scheduled in other public locations upon the prior approval of the Provost, or as provided elsewhere in this agreement.

1. Each faculty member shall publish and maintain ten (10) office hours per week during the Basic Academic Year.



- a. At least five (5) of these office hours must be in scheduled in minimum increments of thirty (30) consecutive minutes over a period of not less than four (4) workdays.
  - b. The remaining office hours may be scheduled in increments of no fewer than ten (10) minutes each, at the discretion of the individual faculty member
  - c. The availability and location of these office hours shall be provided in writing to the students and supervising administrator by the end of the second week of classes. If the location is to be at any place other than the faculty member's office or in a classroom between classes, the faculty member and the immediate supervising administrator will agree upon the location.
  - d. If held in the classroom between classes, the faculty member must be assigned to that classroom during the class time immediately before and after.
  - e. In emergencies or other unusual circumstances, the Provost may approve exceptions to the published schedules of office hours for individual faculty members.
2. Each faculty member will be available by appointment for one (1) additional office hour for each thirty (30) overload-points or major part thereof. If no appointment requests are made, the faculty member will be under no obligation to provide such additional hours.
  3. If a student must schedule an appointment at a mutually agreeable time other than during a scheduled office hour, the faculty member may post a notice to students, with a copy to the supervising administrator, that the faculty member has cancelled equivalent office hours during that week.
  4. Faculty members whose instructional assignments include health related programs for which clinical experience is required of participating students, will be permitted to schedule a maximum 50% of their required office hours at the clinical site, in addition to their required clinical-instruction hours.
  5. All faculty members may schedule a maximum five hours of office time online and/or at a publicly accessible location other than the College. Instructors who teach distance learning courses will be permitted to hold one (1) additional office hour for each three (3) credit course either online are at a publicly accessible location other than the College.
  6. In the event that the instructional load is comprised entirely of online courses, the faculty member may account for all in-class and on-campus or division hours at publicly accessible locations other than College facilities. This does not preclude the faculty member from meeting with the student if either the student or faculty member so desire.

B. Faculty members shall instruct students in conformance with the material listed in the discipline-approved course profiles, and as defined by the course descriptions published in printed and/or online editions of the College catalog.

C. Faculty members will collaborate with the College administration to provide accommodation to students with disabilities when the student, at his/her earliest opportunity, provides the required written notice to the faculty member. Faculty members will not be held responsible for failure to provide such accommodations prior to the receipt of the required written notice from the student.

D. Faculty are expected to make a course syllabus available to the students no later than the first day of class. In the event of a schedule change within four (4) weeks prior to the start of the class, the instructor shall post the syllabus no later than the end of the second week of classes. The written syllabus and the online syllabus must include the following required information: course title, course prefix/number, number of credit hours, name of instructor, telephone number where the instructor may be reached conveniently, schedule and location of office hours, course meeting times, course description, textbook requirements, grading/examination system, attendance policy, instructional methodologies (*e.g.*, lectures, laboratory demonstrations, group presentations, group discussions, quizzes, etc.), instructional format(s) pertaining to the course, (*e.g.*, in-person, online, hybrid), officially established learning objectives for the course, tentative lecture/course schedule, and other reasonable requirements established by the individual instructor.

E. At the conclusion of each academic term, for the sole purposes of professional self-improvement and the continuous improvement of college-wide teaching and learning, each faculty member will be required to review the results of any student-opinion surveys completed by students who enrolled in each course or section taught by the instructor during the pertinent academic term.

Section 8.5 – Library Facu

1. When the library faculty member is required to work in excess of thirty-five (35) hours during the workweek assigned by the supervising administrator.
2. When the librarian's supervising administrator approves of the extra hours worked.
3. When approved, the additional compensation for services exceeding thirty-five (35) hours per week will equal one (1) hour of compensatory time for each hour actually worked in excess of the thirty-five-hour work week.
4. Compensatory time must be utilized by the library faculty member to whom it is allotted; is not transferrable to any other faculty; and is not payable upon the termination of the faculty's service to the College, nor can it be

2. When teaching a course or portion of a course, either as part of their regular work assignment or as an overload assignment, counseling faculty members must also meet the teaching-related responsibilities of instructional faculty members as provided in Section 8.4, paragraphs B through F above.
3. Counseling faculty members shall be permitted a maximum of one (1) hour of preparation time for each one (1) hour of class time.
4. When teaching a course or portion of a course, either as part of their regular work assignment or as an overload assignment, library faculty shall also meet the teaching-related responsibilities of instructional faculty members as provided in Section 8.5, paragraphs B through F above.
5. Such teaching and preparation must not interfere with the scheduling of any counseling faculty member's other professional duties as assigned by the supervising administrator.

C. The salary of counseling faculty members is intended as compensation for all hours worked. However, recognizing that there are unusual circumstances, such as sickness when covered, understaffing, or other times when counseling faculty members may be required to work hours beyond the normally-required thirty-five (35) hours per week to perform the employee's duties and responsibilities, counseling faculty members will be entitled to receive additional compensation as follows:

1. When the counseling faculty member is required to work in excess of thirty-five (35) hours during the workweek assigned by the supervising administrator.
2. When the counseling faculty member's supervising administrator approves of the extra hours worked.
3. When approved, the additional compensation for services exceeding thirty-five (35) hours per week will equal one (1) hour of compensatory time for each hour actually worked in excess of the thirty-five-hour work week.
4. Compensatory time must be utilized by the counseling faculty member to whom it is allotted, and is not transferrable to any other employee; and is not payable upon the termination of the employee's service to the College, nor can it be utilized in conjunction or coordination with the termination of the employee's service to the College.

D. Counseling faculty members shall also fulfill other professional obligations, terms, and conditions for all full-time faculty members as delineated throughout this Article.

#### Section 8.7 – Additional Professional Obligations

A. Faculty members shall be required to attend no more than five (5) in-service/administrative days per year under a Basic Academic-Year Contract and no more than six (6) in-service/administrative days under an Extended Extended-Year Contract.



Section 8.8 – Other Terms and Conditions

A. The Administration may utilize scheduling variations to meet the needs of students, which may include such variations between one-week courses, up to 17 week courses, or any similar scheduling variations in any term.

B. The Administration may require an instructional faculty member assigned to a program involving affiliates or off-campus or division sites to work on a Board-approved holiday to meet







10. PSAV: Career credit is the type of credit assigned to courses or course equivalent





D. For instructional overloads, a librarian and a counselor will be subject to the same provisions

G. A full-time faculty member teaching adjunct assignments will be available by appointment for student consultations one (1) hour per week for each 30 overload-points or major portion thereof.



- c. By the end of the temporary full-time appointment, the employee must apply for an open, advertised faculty position, as per Article 6.13 or 6.14. In addition, the individual will be evaluated by the supervising administrator. If the employee is recommended by the screening committee and accepts the position, a regular Basic Academic-Year faculty contract will be offered. The compensation granted will be in accordance with the salaries specified in Article 14.

#### D. Non-Faculty Re-assignments

1. An employee who has never been a faculty member may be given a one-year temporary full-time faculty position with required advertising, screening, and hiring procedures waived, providing the following conditions are met:
  - a. A new or vacant tenure track faculty position exists about which faculty have been properly notified as per Article 6.14; and
  - b. No faculty member in the discipline would be laid off or is awaiting recall as per Article 10.
2. If there is no open new or vacant full-time faculty position for which the faculty is qualified, then the faculty may be given a one-year temporary full-time faculty position, with required advertising, screening, and hiring procedures waived, providing the following conditions are met:
  - a. All credentialing requirements of the state and/or the regional accrediting agency will be satisfied;
  - b. The transfer will not cause a reduction in force (RIF) of any faculty member, nor will any faculty member be involuntarily reassigned to another discipline;
  - c. By the end of the temporary full-time appointment, the faculty must apply for an open, advertised faculty position, as per Article 6.13 or 6.14. In addition, the individual will be evaluated by the Department Chairperson. If the faculty is recommended by the screening committee and accepts the position, a regular Basic Academic-Year faculty contract will be offered. The compensation granted will be in accordance with the entry salaries specified in Article 14.

E. Nothing in this Section will limit the right of administration to assign administrative responsibilities to a full-time faculty member, nor will preclude the President from placing a full-time faculty member on an Extended-Year Contract and/or approving release time to the faculty member if applicable. For the duration of any such assignment by the President, the full-time faculty member will retain faculty status and remain in the bargaining unit.



### Section 8.15 – Department Chairpersons

A. Department Chairpersons serve as a liaison between the faculty and the administration on one or more campuses, but neither have nor may exercise any supervisory responsibilities involving other faculty. Department Chairpersons are required to submit to the administration performance reviews of adjunct (part-time) faculty solely, but neither has nor may exercise any responsibilities for reviewing the performance of full-time faculty members. Other customary responsibilities of Department Chairpersons include (but are not necessarily limited to) participating in the development and maintenance of articulation agreements, drafting memoranda of understanding with outside agencies and professiona

The parties recognize that the effectiveness of the department-chairperson structure requires systematic input from all faculty serving under the Chairperson. To assess this effectiveness, the Provost (or his/her designee) will conduct an an

agencies, and assisting with the facilitation of onsite visitations and inspections of academic programs and facilities by such agencies.

B. Program Coordinators will be selected for two-year terms. In March of the second year, all scheduled positions will be opened and posted internally by the appropriate supervising administrator utilizing College communication media. Selection will be made by the supervising administrator no later than April 15. A Program Coordinator may be reappointed, and if a position opens, the notification and application process will be followed by the supervising administrator.

C. A supervising administrator may choose to issue a temporary appointment, if necessary, pending the completion of the application/selection process.

#### Section 8.18 – College-Wide Coordinators

College-wide coordinators oversee those programs which reach multiple campuses or engage the public in programs directly related to the mission of the College. College-wide Coordinators will be renewed each year as long as their program exists and compensated as indicated in Appendix D.. Both parties agree that they may make recommendations for additional positions to the President. Position descriptions, responsibilities and selection criteria will be mutually agreed upon by the parties. Final approval of any new positions rests with the College President.

#### Section 8.19 – Campus-Based Coordinators

Campus-Based Coordinators serve as a liaison between the full-time faculty and the administration, and perform duties essential to the effective conduct of campus programs. Campus-based Coordinators will be renewed each year as long as their program exists and compensated as indicated in Appendix D. Campus-Based Coordinators have no supervisory responsibilities for other faculty. Campus Based Coordinators assist faculty with any changes in the discipline curriculum, and assist with course-writing and instructional-delivery formats (including online and hybrid formats). Both parties agree that they may make recommendations for additional positions to the President. Position descriptions, responsibilities and selection criteria will be mutually agreed upon by the parties. Positions may be reviewed annually for performance effectiveness and continuing relevance to the needs of the College. Final approval of new positions rests with the College President.

#### Section 8.20 – Cluster and Major Committee Chairs

Cluster Chairs will be elected by the full-time faculty in the cluster. Duties and responsibilities are detailed in the AAC handbook. Faculty chairing major college committees and/or working in excess of the requirements of the cluster chair role may be compensated according to the schedule in appendix D (combine College-Wide and campus based positions).

Examples include but are not limited to:

Chair of AAC, Discipline Cluster, Curriculum Development, QEP, Assessment Committee Program or Regional accreditation

Addition or revision of curriculum in excess of two (2) courses.

### Section 8.21 – Substitute Teaching

- A. Upon the approval of the supervising administrator, each instructional faculty member will arrange for a substitute instructor from within the College faculty to be available on a temporarily basis in the event the faculty member is absent for any reason.
- B. At the beginning of each term, each unit member who is assigned a teaching load will accomplish the necessary coordination with his or her colleagues, and will submit a list to the supervising administrator with an information-only copy to the Department Chairperson showing a substitute instructor for each assigned section. It will be the responsibility of the unit member to notify the approved substitute instructor(s) and the supervising administrator regarding any absences, whether planned or unplanned, unless circumstances beyond the control of the unit member prevent him/her from providing such notice. In cases of unplanned absences on the part of a unit member, the supervising administrator may assist in the notification of substitute instructor(s).
- C. Unit members who are asked to serve as substitutes in classes for which they are qualified will agree to provide such service provided that no conflict in class schedules occurs as a consequence of the substitution. The parties recognize that in some infrequent instances, if approved by the supervising administrator, special class work may be assigned to students during an instructor's absence, and that in such instances the services of a substitute instructor may not be required.
- D. When an exchange of time is not practicable between qualified substitutes, the College will compensate the substitute faculty member for the temporary assignment in accordance with the agreed upon rate as specified in Article 14. If the faculty member teaches as a substitute in excess of two (2) consecutive weeks during the term, the administration will compensate the faculty member at the established instructional overload rate, as provided in Article 14.6. Time spent in serving as a paid substitute cannot be credited towards the 35 hour faculty work-week obligation of all full-time faculty members.

### Section 8.22 – Working Conditions and Environment

- A. Recognizing the importance of a safe and healthful work place, the Board agrees to make reasonable efforts to ensure that such conditions conform to applicable statutes.
- B. The Board and Eastern Florida's administration will support and assist faculty members in dealing with inappropriate student behavior, including assaults, batteries, or threats of bodily harm, but within the parameters of applicable laws and regulations. A faculty member shall immediately report to College Security, and to the campus or division administration when feasible, any work-related incident that involves an assault upon his/her person, and/or the threat of bodily harm, while in the performance of College-assigned duties. Any faculty member who sustains an injury as a result of such incidents will not be required to utilize accumulated sick leave for absence from his/her College-assigned duties. This provision does not imply, however,

that the Board nor the administration of the College will provide legal counsel or otherwise

administrator(s), unless prior notice has been given to the faculty member and has been approved by the supervising administrator. This provision will not apply to class observations in courses or programs which are funded by a non-College source, which may include grants or other monetary awards which require such class observations.

## **ARTICLE 9: FACULTY EVALUATION**

### Section 9.1 – Intent

The parties recognize the importance and value of the evaluation process for assisting the progress and success of both newly-employed and experienced faculty. The evaluation of faculty shall be the responsibility of the Administration.

A. The purpose of faculty evaluation is to promote the highest quality student instruction and faculty job performance by assuring opportunities for evaluation, self-assessment, and encouragement of continued profe



4. Post-Evaluation Conference: The faculty member's supervising administrator will provide the faculty member with a copy of the completed Faculty Evaluation Performance Review form and shall meet with the faculty member at a post-evaluation conference. The conference will include a discussion about goals and self-assessment, which will be added to the Faculty Development, Self-Assessment, and Goal Setting Report (included in the evaluation form). The Faculty Evaluation Performance Review form and any addenda shall be signed by both the faculty member and his/her supervising administrator. The faculty member's signature shall not necessarily mean agreement with the evaluation, but awareness of the content of the Faculty Evaluation Performance Review form.

A faculty member shall have the right to have a Union representative present at the post-evaluation conference or when the faculty member is being placed on formal notice of deficiencies in his professional performance.

5. Faculty Response: A faculty member who considers the Faculty Evaluation Performance Review form to be incomplete, inaccurate, unjust, or based on factual errors shall have the right to respond as appropriate.
  - a. Written Response: The faculty member may attach a written response to the Faculty Evaluation Performance Review form within eight (8) working days of the Post-Evaluation Conference. The faculty member's supervising administrator shall sign the faculty member's written response to his Faculty Evaluation Performance Review form, which shall indicate awareness of the contents of the faculty member's written response. The Administration shall take no action against a faculty member for including a written response to the evaluation, or filing a grievance or complaint of a contract violation in the evaluation process.
  - b. Appeal of an Evaluation: A faculty member who receives less than a "Satisfactory" evaluation and disagrees with the factual contents of the Faculty Evaluation Performance Review form, or, who claims the Administrator failed to follow evaluation procedures, shall have the right to file a grievance as outlined in Article 16 of this Agreement. If the grievance relates to the factual content of the evaluation, the administration shall demonstrate that the factual content of the evaluation is correct. Such a grievance shall not be arbitrable.

B. Student Opinion Surveys: Students shall complete a student opinion survey questionnaire for instructional faculty members each fall and spring term on the Student Opinion Survey of Full-Time Faculty (See Appendix M), or on any mutually agreed upon replacement questionnaire.

1. Student opinion surveys shall be completed in at least two sections per term. The instructor may choose one of the sections to conduct the survey. If the faculty member is teaching lecture, laboratory, clinical, or distance learning courses, one of the evaluated





Section 9.3 – Evaluation of Department Chairs, Program Managers, Program Coordinators and College-wide and Campus-based Coordinators

A. Department Chairs, Program Managers, Program Coordinators and College-wide and Campus-based Coordinators shall be evaluated at least every two years. Theyrs and

faculty member's professional development cycle. These categories are recommendations and are not all inclusive.

B. Faculty opting for the six (6) year cycle will follow the professional guidelines outlined below. Faculty must complete one (1) of the following requirements:

- Six (6) graduate credit hours (any combination of graduate credit totaling six (6) hours)
- Three (3) graduate credit hours and publication of scholarly research in a refereed journal or textbook.

C. Any special consideration must be discussed with the supervising administrator and mutually agreed upon with appropriate documentation provided.

#### Section 10.4 – Non-Tenured Faculty Development

A. Upon hire, a new faculty member must attend a College Pre-Employment orientation not to exceed two (2) days. When possible, this will be offered prior to the first in-service/administrative day of the academic term. Participation in this orientation is not counted towards the faculty development requirement below. If the new faculty member is unable to attend the scheduled orientation, the supervising administrator must work with the faculty member to provide the academic information covered at the orientation, and the faculty member must reschedule the human resources portion of the orientation.

B. Faculty members on an annual contract must complete the faculty development program prior to award of tenure.

#### Section 10.5 – Expenditure of Funds

Except as provided for in Article 10.4,B, no College funds will be specifically allocated to support professional development activities, However, activities which qualify for funding under other college programs (tuition, reimbursement, extended professional leave, etc.) may be used for credit, provided that advance approval is secured.

### **ARTICLE 11: TENURE, PROMOTION AND RANK**

#### Section 11.1 – Tenure (Continuing Contract)

A. The following unit members shall be eligible for consideration for continuing contracts: Full-time faculty members shall be eligible for consideration for continuing contact if they have completed three (3) or four (4) years of satisfactory faculty service and professional development at Eastern Florida State College. The time period for consideration shall not exceed five consecutive years. Time shall be counted starting from the beginning of their first Fall Term. Temporary full time faculty may use one year of their temporary service towards tenure.

- B. All continuing contracts issued shall be based upon
1. Satisfactory service performed in a full-time faculty position and shall be subject to all other requirements and provisions imposed by applicable Florida law or regulation.
  2. Supervising Administrator verification of continuing need as indicated on the application for Tenure.
  3. Satisfactory completion of a tenure portfolio which shall include, at a minimum, the following.
    - a. Regular professional self-assessment information.
    - b. Inclusion of student opinion surveys for each section taught in the first five (5) semesters as part of their full time faculty load (if applicable) pursuant to Article 9, Section 9.2.B
    - c. Documented evidence of significant and ongoing contribution and/or participation in Professional Development activities as listed below in Section 11.2 following the three (3) year cycle guidelines.
    - d. Documented evidence of contributions to the faculty member's academic unit (program, department/unit, campus/unit).
  4. A super majority recommendation (minimum 66%) by a faculty Campus Tenure Committee.
    - a. When more than one faculty member is eligible for tenure on a campus or division, each tenure candidate shall have a committee comprised of their Department Chair and/or Program Manager (neither of whom shall be chairperson of the committee), and at least three (3) and not more than five (5) faculty members. Faculty members shall be from the discipline of the tenure candidates or a closely related discipline when adequate numbers of faculty are not available. If necessary, faculty members from the discipline, but from another campus or division, may be included to fulfill the discipline representation needs. The committee shall select their chairperson.
    - b. A Librarian candidate's campus committee will be comprised of the other Librarians on the candidate's campus plus 3 other Librarians.
    - c. Campus Tenure Committee may review copies of the administrative evaluations, student opinion surveys, and tenure portfolio.
    - d. If the committee recommends tenure, then the chairperson of the Campus Tenure Committee will prepare a letter to the College wide Tenure and Professional Development Council recommending the candidate for tenure and notify the appropriate supervising administrator.
    - e. A quorum (at least fifty-percent plus one) must be present for committees to take action.
    - f. Committee shall be as described in Article 6.16 C.



### Section 11.2 – Maintenance of Continuing Contract

A. The parties recognize the desirability of faculty continuing professional development throughout their employment at the College. Although the College and UFF-Brevard shall jointly set the minimum professional standards for the maintenance of continuing contract, the responsibility for meeting these standards rests solely with the individual faculty member. The College agrees to sponsor programs, seminars, and courses that earn graduate credit or institutional credit. As described in the appropriate Board Policy and Operational Procedure, both course credit hours and non-credit units or a combination of the two may be used to satisfy this requirement.

B. The maintenance of continuing contract period is a six (6)-year or three (3)-year period as provided in Article 10 – Professional Development.

C. For maintenance of continuing contract, during the third-year of the three (3)-year period, or sixth (6th) year of the six-year period, whichever is appropriate, the Faculty member will request prior approval of proposed course work, publications or seminars. For the first five years, the faculty member may request approval at any time during those five years for proposed or recently completed course work, publications or seminars. All requests shall be made through the TPD Council.

D. No College funds will be specifically allocated to support maintenance of continuing contract activities; however, activities which qualify for funding under other college programs (tuition reimbursement, sabbatical, etc.) may be used for credit.

E. The College supports efforts by faculty members to complete advanced degrees and participate in academic activities such as conferences. The granting of professional leave, when requested in advance by faculty members to take examinations, defend dissertations, or make presentations, will not be unreasonably denied.

### Section 11.3 – Promotion

A. The highest degree earned by a faculty member shall be one of the criteria used for determination of both placement in the salary schedule (pursuant to Article 14) and professional rank (or title, pursuant to Article 11.3).

B. After initial placement in the salary schedule, faculty members who attain additional college credit and/or degrees may apply for promotion in pay grade/category as reflected in Appendix D – Minimum Salary Schedule. Faculty members who meet the minimum qualifications approved by the College and who meet the following criteria shall be promoted to a higher salary grade/category. It shall be the responsibility of the faculty member to notify the Administration regarding the earning of additional credits.

1. The faculty member must obtain the specified number of college credits from a regionally accredited college or university.

2. For an instructional faculty member, the credits must be earned in those areas in which a faculty member is qualified to teach or in those areas directly related to or which enhance classroom instruction.
3. For a librarian or counselor faculty member, the credits must be directly related to the faculty member's field or in education.

C. Master's Degree Credits – A Master's pay grade will be awarded to a faculty member who has earned a Master's degree consisting of at least thirty (30) semester hours but less than sixty (60) semester credit hours of graduate credits.

D. Master's + 30 Graduate Credits – A Master's + 30 pay grade will be awarded to a faculty member who has earned a Master's degree and at least thirty (30) semester hours of additional upper division or graduate credits in his field or in those areas directly related to or which directly enhance classroom instruction. A Master's + 30 pay grade will also be awarded to a faculty member who has earned a Master's degree consisting of at least sixty (60) semester credit hours.

E. Master's + 60 Graduate Credits – A Master's + 60 pay grade will be awarded to a faculty member who has earned a Master's degree consisting of at least sixty (60) semester credit hours and at least thirty (30) semester hours of additional upper division or graduate credits in his field or in those areas directly related to or which enhance classroom instruction.

F. For the purposes of rank/title and pay grade, in those fields where a terminal degree is less than a doctorate (such as a Master of Fine Arts, Master's degree in Library Science or Library and Information Sciences, or Master of Professional Studies degrees) the terminal degree shall entitle the faculty member to special consideration as identified in the table below.

G. To be eligible for a promotion in salary or rank, a faculty member must have earned a "Satisfactory" or better on at least two (2) evaluations in the previous five (5) years with a "Satisfactory" or better on the most recent evaluation.

H. Salary increases and promotions to a higher salary grade shall be effective at the beginning of the next academic term after that in which the faculty member submitted a completed application with appropriate documentation of the credits earned.

I. Compensation for promotion in salary grade is detailed in Article 14 – Salaries and Compensation.

#### Section 11.4 – Rank (Title)

A. Continuing contributions to the College and participation in College activities shall be

1. Minimum Qualifications - in the following table, years of service statements refer to minimum years of service.
  - a. All degrees and hours must be from regionally accredited institutions or their equivalents.
  - b. Up to ten years prior college-level or university-level faculty experience may be substituted for Eastern Florida faculty experience on a 2:1 ratio with every two-years prior experience substituting for one year Eastern Florida experience.

<b>INSTRUCTOR</b>	<b>ASSISTANT PROFESSOR</b>	<b>ASSOCIATE PROFESSOR</b>	<b>PROFESSOR</b>
All non-tenured, full-time faculty will hold the rank of Instructor.	Doctorate, upon award of tenure.	Doctorate with 5 years full-time faculty experience at Eastern Florida	Doctorate with 8 years full-time faculty experience at Eastern Florida
	Master's + 60, award of tenure, and 4 years full-time faculty experience at Eastern Florida	Master's + 60 with 6 years full-time faculty experience at Eastern Florida	Master's +60, with 9 years full-time faculty experience at Eastern Florida
	Master's +30, or terminal degree, award of tenure, and 5 years full-time faculty experience at Eastern Florida	Master's + 30, or terminal degree, with 8 years full-time faculty experience at Eastern Florida	Master's +30, or terminal degree, with 10 years full-time faculty experience at Eastern Florida
	Master's degree, award of tenure, and 6 or more years full-time faculty experience at Eastern Florida	Master's degree, with 9 years full-time faculty experience at Eastern Florida	
	Bachelor's degree, award of tenure, and 8 or more years full-time faculty experience at Eastern Florida		

2. Evaluation – To be eligible for a promotion in rank (or title), a faculty member must have earned a “Satisfactory” or better on at least two (2) evaluations in the previous five (5) years with a “Satisfactory” or better on the most recent evaluation.



3. Contributions and/or Participation – The faculty member must present documented evidence of significant continuing contribution and/or participation in at least three (3) of the following areas, one of which must be professional development activities. Copies of Faculty Development and Self-Assessment reports, as submitted during the evaluation and self-assessment process, and signed by the appropriate administrative supervisor, are appropriate evidence. The responsibility for meeting these criteria rests solely with the individual faculty member.
  - a. Participation in College or educational committees;
  - b. Participation in community groups or projects;
  - c. Contributions to the profession (such as conference presentations, professional publications, professional organization memberships and activities, grant writing);
  - d. Participation in professional development activities.
4. Peer Recommendation – The faculty member must be recommended by two peer members (who may be inter-disciplinary).

B. The faculty member who satisfies the criteria set forth in A, 1 through 4 above may apply for academic rank promotion on the appropriate form (Appendix O).

1. The request with appropriate documentation of attainment of items A.1-3 above shall be presented to the supervising administrator for verification.
2. Pursuant to Article 6.16, a standing committee composed of at least four (4) tenured faculty members will review the applications for professional rank and make recommendations to the College President.

C. The College President may request special consideration of rank for one candidate per year, or more upon mutual agreement, based upon experience and service prior to employment at Eastern Florida.

1. The request with appropriate documentation of prior experience, service, and commitment as appropriate to 11.4.B above shall be submitted to the appropriate Supervising administrator for verification and recommendation to the College President.
2. Pursuant to Article 6.16, a standing committee composed of at least four (4) tenured faculty members will review the application for special consideration of professional rank and make recommendations to the College President.

D. No College funds will be specifically allocated to support professional rank; however, activities which qualify for funding under other Co

## ARTICLE 12: LEAVE

### Section 12.1 – Authorization for Leave

A. Faculty absences must be duly authorized by the appropriate supervising administrator and subsequently reported and recorded. A faculty whose absence does not meet this criteria or a faculty who fails to return to the assigned work place in a timely fashion will forfeit compensation for the time away from duty and may be subject to disciplinary action pursuant to Article 17.

### B. Types of Leave

- Administrative Leave: for faculty, with no change in contract status, temporarily serving in an administrative role;
- Childbirth/Adoption of Infant Leave: faculty may make use of accumulated sick leave, personal leave, or personal leave without pay;
- Court Duty/Jury Duty: jury duty or subpoenaed as a witness;
- Domestic Violence Leave: for faculty or immediate family member when a victim of domestic violence;
- Emergency Leave: for civil or natural disasters or for national or state mourning;
- Family Medical Leave Act (FMLA): grants an eligible faculty up to a total of 12 work weeks of unpaid leave during a 12-month period;
- Line-of-Duty Leave: off-site duty assignment;
- Military Leave: for mandatory military, National Guard or reserve duty;
- Personal Leave: four days a year with pay and up to 90 days a year without pay;
- Professional Leave: with or without pay, for personal educational goals;
- Extended Professional Leave: with pay, with educational benefits accruing to the College;
- Sick Leave: covers faculty (and family) sickness and emergencies;
- Personal Leave: for 12-month faculty;
- Workers' Compensation Sick Leave: sick leave for job-related illness or injury.

C. Absence Without Leave / Job Abandonment. A faculty who is willfully absent without approved leave for three or more consecutive workdays shall be considered to have abandoned the position. A faculty of the College who is willfully absent from duty without leave for any length of time shall forfeit compensation for the time of such absence and shall be subject to disciplinary action pursuant to Article 17.

### D. Return to Work After Leave

In the event that the College reassigns the duties of a faculty member on leave, the faculty member must provide written notice of intent to return to work at least fifteen (15) days prior to the date of leave termination.



Domestic violence leave may be used to:

1. Seek an injunction for protection against domestic violence or an injunction for protection in case of repeat violence, dating violence, or sexual violence;
2. Obtain medical care or mental health counseling, or both, for the faculty or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
3. Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
4. Make faculty's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
5. Seek legal assistance in addressing issues arising from the

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This released time is not charged against a faculty's leave time. The President, or his designee, may establish policies and procedures to implement release of faculty for a College or Campus emergency.

#### Section 12.7 – Family Medical Leave Act (FMLA)

A. The faculty member's and the College's and Board's rights and obligations under the Family Medical Leave Act will be determined by statute, applicable regulations, and court interpretations under the Act except that the College may establish, through administrative procedure, benefits greater than those available under such statute, regulation, or court interpretation. In the event the Act requires a benefit greater than the benefits provided under this contract, the Act will apply. The administrative procedure applicable to faculty members will be the same as the procedure applicable to all other employees.

#### Section 12.8 – Line-of-Duty Leave

A. The President or appropriate administrator may authorize faculty to be temporarily absent from regular duties and/or home campus or division for the purpose of representing the College or performing services for the College.

The faculty must submit a written request form with reason for leave and attach detailed information, such as hotel occupancy, travel method, meals, etc.

#### Section 12.9 – Military Leave

A. The President, or his designee, will establish policies and procedures to provide military leave for faculty members conforming to the Uniformed Services Employment and Reemployment Rights Act (USERRA). However, the College may provide benefits greater than those required under the act.

B. Leave Accrual. Personal and sick days do not accrue, but the time served on active duty does count toward determining a faculty's earning rate upon return from active duty. Military leave does count toward time accrual for service awards.

A. Eligibility. A full-time faculty is entitled to four (4) days of "personal leave" during each fiscal year for personal or emergency reasons. The Personal Leave balance that is reset for each full-time faculty at the beginning of each fiscal year will be charged to the faculty's unused sick leave and will not accumulate from year to year.

B. Submission. Requests for personal leave by full-time faculty must be submitted for supervisor approval on the appropriate leave request form prior to the date of the requested leave. Except in cases of unusual circumstances, the immediate supervisor will approve the request.

#### Section 12.11 – Personal Leave Without Pay

A. Eligibility. Full-time faculty members (who have been employed in a regular position consecutively for at least one year) may request approval from the appropriate administrator for a maximum of 90 days of personal leave without pay for the purposes of:

- personal development
- improving work skills
- emergency situations
- personal leave without pay for longer durations may be granted by the President for illness or for special circumstances

B. Limitations. A faculty member granted personal leave without pay for a period up to one (1) semester shall retain his/her same position on the same campus or division. When a faculty is granted personal leave without pay, for moy

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Appropriate activities for professional leave might include:

- Graduate study in field of specialty;
- Attendance at workshops, seminars in specialty field;
- Study to expand scope of professional areas;
- Other professionally enriching experiences.

When a faculty is granted professional leave for up to one (1) year, the faculty shall be returned to their same position on the same campus or division.

The President, or designee, may establish procedures for professional leave.

B. Short-Term Professional Leave with Pay. Short-term summer professional leave with pay may be granted to College personnel when such leave will enhance their educational effectiveness, improve College programs, or generally support the best interest of the College. Types of learning experiences which may be considered for approval under this program include attending colleges, universities, private and industry-related technological schools; participating in "on-the-job" training opportunities in government agencies or industry; or other academic research, course development, and publications. Funding will be for salary only.

Eligibility. Faculty with three years continuous full-time satisfactory service at Eastern Florida State College may request a short-term summer professional leave with pay for up to eight weeks.

C. Extended Professional Leave with Pay. Extended professional leave with pay may be granted to a faculty when such leave will enhance the faculty's educational effectiveness, improve College programs, or generally support the best interest of the College or its educational programs.

Eligibility. Faculty with three continuous years of satisfactory, full-time service at Eastern Florida are eligible for extended professional leave for a fall and/or spring term, for one year, or for up to two summer terms.

Institutional Commitment. Faculty who are granted professional leave with pay will be required to sign the Extended Professional Leave with Pay Agreement Form committing service to the College in a faculty or administrative position immediately following the end of the leave and for a length of term equal to the leave granted, and stipulating that failure to honor the service commitment will result in faculty liability to the College for the total (or a proportional) amount (salary and benefits cost) of the grant.

Reimbursement Computation. Leave with pay may be granted for up to one year at not more than 66.6% of full pay, or for one semester or up to two summer terms at full pay. The Office of Human Resources will compute the amount of salary to be paid to any grantee.

### Section 12.13 – Sick Leave

A. **Accrual of Hours.** All full-time faculty members will accumulate sick leave at the rate of eight (8) hours per month (or major fraction of a month) of employment. There is no maximum number of unused sick days that a faculty may accumulate.

Accrual for sick leave does not change; it is always 8 hours per month regardless of the number of years worked at Eastern Florida or other related institutions.

Faculty on sick leave are required to stay in contact with their supervisor for weekly or daily status reporting, whichever is requested by the supervisor. A full-time faculty will be granted available sick leave from the College if unable to perform assigned duties due to:

1. Personal sickness or disability;
2. Illness or death of any member of the faculty's or spouse's immediate family, household, or other close relative (to include spouse, daughter, son, parents, sister, brother, grandparents, aunts, uncles). Supervisors may require a note from the funeral director to validate attendance at a funeral.

B. **Reinstatement of Sick Leave.** Previous sick leave balances may be reinstated for faculty who return to employment with Eastern Florida.

C. **Unused Sick Leave.** Unused sick leave may not be transferred from one faculty to another. Unless covered by another contract, full-time faculty may be eligible for payment of some or all unused sick leave based on the following set of rules.

The President, or designee, may establish procedures for sick leave use which shall be the same for faculty as for other faculty.

The President, or designee, shall establish policies and/or procedures for a faculty sick leave pool which shall be the same for faculty as for other faculty.

### Section 12.14 – Vacation Leave

Full-time faculty members normally do not earn vacation leave. However, a faculty member on administrative leave to accept an administrative contract shall earn vacation leave.

The President, or his designee, shall establish



The Office of Human Resources is notified of the situation within two business days after the injury or illness is sustained;

A "First Report of Injury" form (including a physician's statement describing the impact of the injury on the faculty's ability to work) is submitted to the Office of Human Resources within two business days after the beginning of the impairment.

B. The President, or his designee, shall establish policies and/or procedures for worker's compensation which shall be the same for faculty as for other faculty.

#### Section 12.16 – Terminal Pay

A. Terminal payment of unused sick leave will be paid to unit members or their beneficiaries who meet any of the following criteria:

1. Become deceased while a full-time faculty of Eastern Florida State College.
2. Be on continuing contract and are released per Article 16.
3. Be employed full-time at Eastern Florida State College for at least 6 years, and officially complete the Florida Retirement System (FRS) requirements for retirement including cashing the first FRS check or accepting the first electronic FRS retirement transfer.

B. Terminal pay will be calculated by multiplying the daily rate of the then-current base contract times the number of days of accumulated unused sick leave times the percentages as determined below:

Number of completed years of service	Percentage
0 - 3	35%
4 - 6	40%
7 - 9	45%
10	50%

actual time used for the first week. After seven days, the faculty member will be charged leave time based on a 35 hour work week.

## **ARTICLE 13: BENEFITS**

### Section 13.1 – Insurance

The College recognizes a responsibility to assist unit members to deal with the costs of health care.

A. The College agrees to provide standard medical and dental plans and to pay the cost of a standard premium for such plans for the unit member

B. The College will extend to unit members the same insurance, flexible benefits plan, and other medical plans that are made available to non-unit members at the same cost. The President or his designee may establish policies and procedures re

For either information or assistance in planning retirement, refer to the Florida Retirement System website at [www.myfrs.com](http://www.myfrs.com). Social Security information on retirement can be found at the website for that office, [www.ssa.gov](http://www.ssa.gov).

Other Retirement Pay. At the faculty member's discretion, payment of unused sick leave may be made in a lump sum payment or may be sent

### Section 13.7 – Fee Waivers

In the event that the College provides for waiver or reduction of tuition and fees for College employees or their dependents to attend Eastern Florida State College courses, these provisions will apply to unit members and their dependents on the same basis as other categories of employees.

### Section 13.8 – Employee Emergency Assistance Fund

The College shall maintain in effect the Employee Emergency Assistance Fund (EEAF) available at the effective date of this agreement. The President, or designee, may establish policies and procedures for the EEAF.

### Section 13.9 – Salary Checks

A. Typically, the faculty member shall receive his annual contract pay in equal biweekly installments, beginning with the pay period/pay date immediately following the last pay period of the previous contract year. At the faculty member's option, he may elect one of the following options. Such election shall be made by submitting to Payroll the Faculty Pay Option form (Appendix E) no later than the first day of the Fall Term each year.

1. to receive his annual contract pay in 20/21( depending on the calendar)equal biweekly installments beginning with the pay period/pay date immediately following the last pay period of the previous contract year and ending with the pay period immediately following the end of the Spring Term.

D. In the event of an error resulting in under-payment to the faculty member of less than \$250, pay shall be corrected no later than the next regular payroll after written notification to Human Resources.

## **ARTICLE 14: SALARIES AND COMPENSATION**

3. Promotion from Masters' Degree to Masters +30: \$1,250
4. Promotion from Masters' +30 to Masters +60: \$1,500
5. Promotion from any level to Doctorate: \$2,000

Official transcripts must be furnished to the Associate Vice President of Human Resources by October 1 of the contract year. If a unit member has achieved an advance in educational category prior to the start of the contract year, but furnishes the official transcripts after October 1 of the contract year, the appropriate increase will be app

Section 14.6 – The Board agrees to pay the appropriate monetary supplement to any unit member who performs additional duties as indicated.

A. No unit member will be paid any compensation except what is established in this contract or its appendices, providing that compensation is established in this contract or appendices.

B. Full-time faculty used as substitutes will be paid \$25.00 per contact hour.

C. Overload courses will be paid per point according to the following rates based on educational degree:

1. Doctoral Degree, \$62.50;
2. Specialist, Masters +30, or Masters +60, \$57.50;
3. Masters Degree, \$55.00; or Baccalaureate Degree, \$50.00.

D. Supplemental Instruction-Related Duties: The President is authorized to employ personnel on appropriate employment contracts in order to perform instruction-related duties. When employing personnel in this manner, the President will be responsible for determining the appropriate salary to be paid for the work performed. The College will pay the following amounts for the duties indicated. In the case of a range specification, the determining factors will include qualifications, experience, and time devoted to the duties:

1. Co-op Student supervision: \$25.00 per student per semester hour.
2. CAEL (assessment of prior learning): \$31.00 for each course review.
3. Credit by Exam: \$29.00 per student per exam administered.
4. Department Chairperson (DC) compensation: The DC will be scheduled for a 35-hour work week and may be required to work up to an additional 5 days beyond the number required by his/her base contract.
  - a. The DC will receive six (6) credit hours (one-fifth of minimum annual load) release time plus a \$10,000 annual supplement payable \$5,000 per major semester. Optionally, the DC and the supervising administrator may mutually agree that the DC shall receive 12 credit hours release time plus a \$7500 annual supplement payable \$3750 per major semester.
  - b. The DC may opt to have their salary annualized over 26-27 pay periods. Option to annualize must be communicated to Payroll by the first week of the Fall semester.
  - c. The DC will receive his/her daily rate for each extra day worked beyond the number required by his/her base contract.

- d. A Department Chair may teach overloads and receive payment for additional supplements subject to his/her supervisor's approval.
  - e. A Department Chair is eligible for compensation for developing and/or facilitating a workshop, dependent on available funding.
5. Program Manager (PM) compensation: The PM will be scheduled for a 35-hour work week and may be required to work up to five (5) additional days beyond the number required by his/her base contract as necessitated by the specific program and accreditation needs.
- a. The Program Manager will receive six (6) credit hours (one-fifth of minimum annual load) release time plus a \$7,500 annual supplement payable \$3,750 per major semester.
  - b. The Program Manager may opt to have their salary annualized over 26-27 pay periods. Option to annualize must be communicated to Payroll by the first week of the Fall semester.
  - c. The Program Manager will receive his/her daily rate for each extra day worked beyond the number required by his/her base contract.
  - d. A Program Manager may teach overloads and receive payment for additional supplements subject to his/her supervisor's approval.
  - e. A Program Manager is eligible for compensation for developing and/or facilitating a workshop, contingent upon available funding.
6. Program Coordinator (PC) compensation: .
- a. The Program Coordinator will receive an annual supplement between \$2,000-\$3,000 per the table in Appendix D.
  - b. The Program Coordinator may opt to have their salary annualized over 26-27 pay periods. Option to annualize must be communicated to Payroll by the first week of the Fall semester.
  - c. A Program Coordinator may teach overloads and receive payment for additional supplements subject to his/her supervisor's approval.
  - d. A Program Coordinator is eligible for compensation for developing and/or facilitating a workshop, contingent upon available funding
- E. Unit members may be appointed as College-Wide or Campus Based Coordinators and will be compensated as identified in Appendix D.



Any paid leave approved by the College will not be considered a break in service and, therefore, will have no impact on curriculum coordinator and program coordinator compensation levels.

By mutual agreement between the Coordinator and the supervising administrator, release time may be granted in lieu of an annual stipend.

F. Annual Payment for Coaching and Coordinating Duties. Payment for Coaching and Coordinating Duties will be based on the schedule in Appendix D.

#### Section 14.7 – ADPA

A. The parties agree to the benefits of providing recognition and rewards to faculty members whose performance is exemplary and outstanding. The parties agree to expand current non-monetary and supplemental monetary recognition programs to include enhancements to the base salaries of deserving unit members.

B. There shall be “Discipline Cluster” Academic Discipline Peer Awards (ADPA) in the amount of \$1,250 each for up to 10% of the eligible faculty in a discipline cluster pending available funding.

C. The standards and procedures for the Academic Discipline Peer Awards (ADPA) shall be defined by the discipline cluster.

D. The ADPA process begins in January and ends in April of each year. The assigned administrator will solicit faculty membership. In the event more than five (5) full time faculty members wish to serve on a given committee, the assigned administrator will arrange for a Discipline Cluster vote to determine the final make-up of the selection committee.

E. The committee will establish and post criteria for each Discipline Cluster for at least 30 days. All application materials will be submitted by March 15. The selection committee will forward recommendation through their assigned administrator to the President’s office by March 31 of each year. Faculty not recommended for ADPA will be informed, in writing, by the assigned administrator, also by March 31.

F. The President will inform selected faculty of their ADPA by April 15 of each year.

G. The College will publish the nahsideI2 T41fiittee.

## ARTICLE 15: LAYOFF AND RECALL

### Section 15.1 – Layoff

A. Prior to any general reduction of the number (layoff) of faculty in the bargaining unit arising out of economic or operational considerations, the reduction shall be subject to discussion between the UFF-Brevard and the College. The College will notify the UFF-Brevard not less than six (6) months prior to anticipated layoff dates. During the period following the notice to the UFF-Brevard of the intent to reduce force, the College agrees to meet at reasonable times and places for such discussion. The notice period may be reduced in the case of unusual or unforeseen circumstances giving rise to a reduction in force and making the above notice not feasible.

B. Based on the nature of the cause for reduction, the College will determine the number and types of faculty positions to be reduced.

C. Once the number and types of positions to be reduced is determined, the College may transfer faculty between campuses to avoid releasing faculty from employment.

D. No continuing contract faculty member shall be released until all annual contract faculty serving in the discipline, or any discipline in which tenured faculty are credentialed and qualified to teach, have been considered for release from employment. The decision of the College on which faculty members to release shall not be subject to public hearings under Florida Statutes.

E. All unit members credentialed and qualified to teach within an affected academic discipline or vocational/technical program will be assigned reduction in force (RIF) points for use only within that academic discipline or vocational/technical program to assist in selecting the unit member(s) to be released from employment. The point total accrued by each member will be considered by the College in making its selection, with the unit member with the lowest point total being the most vulnerable to release. Should the College select a unit member for release who has a higher point total than that of a unit member in the same discipline or program who is not being released, the College will state reasons for its selection in writing furnished to the released unit member and the UFF/Brevard.

1. A faculty selected for release due to reduction in force will be given at least 120 days' notice prior to the effective date of release.
2. RIF points will be assigned as follows:
  - a. holding continuing contract, 3 points
  - b. each year of full-time employment as faculty in the affected academic discipline or vocational/technical program, ½ point up to maximum of 10 points
  - c. completion of requirements for maintaining continuing contract (Article 11), 1 point for each 3-year period

- d. academic preparation
  - Doctorate 6 points
  - Master's +60 5 points
  - Master's +30 4 points
  - Master's 3 points
  - Bachelor's or equivalent 2 point
  - Less than Bachelor's 1 point
- e. the last two (2) performance evaluations: one (1) point for each satisfactory evaluation, zero (0) points for each unsatisfactory evaluation.

F. This Article is not deemed to be in conflict with applicable laws or regulations.



handbook which has been incorporated into this agreement by reference, may bring oral complaints or suggestions relating to such provision to the attention of the College for discussion on an informational basis.

2. "Grievant" shall mean a member of the bargaining unit, or group of members of the bargaining unit, or the UFF Chapter itself, who has/have filed a grievance in a dispute over a provision of the Collective Bargaining Agreement, policy, procedure, or handbook incorporated into this agreement by reference.
3. "Representative" or "Grievance Representative"

- d. Contain a specific statement regarding the remedy or correction requested, and
  - e. Identify the section or sections of the Agreement alleged to have been violated,
  - f. Contain two or more names of the aggrieved faculty.
2. Where a “class action” grievance alleges violations outside one department or unit, the grievance may be filed directly at Step II.

E. The right of the individual faculty member to present and pursue grievances under this article, without representation by the UFF-Brevard, is preserved inviolate, subject only to such limitations as may be contained in Florida Statutes. UFF-Brevard has the right to observe, but not to participate in, such proceedings. However, nothing in this section shall prevent the UFF-Brevard from providing input into the process as necessary to assure that the provisions of this agreement are followed. The UFF-Brevard will be notified in advance of such occurrences with notification given to the UFF-Brevard president and grievance chair, if any, within twenty-four (24) hours of the filing of such a grievance.

F. The time limits set forth in this article are of the essence and must be strictly complied with unless extended by mutual agreement of the parties. A grievant's failure to comply shall mean that the grievance stands abandoned. The College's failure to answer a grievance within the time provided shall mean that the grievance is denied. In order to be eligible for processing, a grievance must be timely filed and contain the following:

1. The name of the grievant, whether faculty or UFF-Brevard.
2. The date on which the event giving rise to the grievance occurred, or the omission giving rise to the grievance occurred.
3. A detailed statement of the facts as to the claimed event or omission.

1. Step I: Request for Informal Resolution. The parties shall first attempt an informal resolution of grievances.
  - a. An eligible grievant shall notify his immediate supervisor in writing, which may be by e-mail, of hisr grievance and request for an informal resolution. Such notification shall occur within twenty-one (21) college business days as set out in the College Calendar of the occurrence of the event or omission giving rise to the grievance, or within twenty-one (21) college business days as set out in the College Calendar of the date when the grievant knew or, in the exercise of reasonable diligence, should have become aware of such event or omission, whichever is later.
  - b. Within ten (10) college business days as set out in the College Calendar of the receipt of the grievance, the immediate administrative supervisor shall meet with the grievant in an effort to resolve the problem.
  - c. The immediate supervisor will be allowed ten (10) college business days as set out in the College Calendar following the meeting to respond to the grievance in writing. This written answer will consist of a notation on the grievance document

- a. The decision must be appealed within ten (10) college business days as set out in the College Calendar after the receipt of the written answer from the Provost or the Vice President, or within ten (10) college business days as set out in the College Calendar after the expiration of the fifteen (15) day period applicable to Step II.
- b. The grievant may also request a meeting with the President or his designee to discuss the grievance. Such a meeting will be scheduled within fifteen (15) college business days from the receipt of the grievance at Step III.
- c. The President or his designee will be allowed fifteen (15) college business days after the receipt of the grievance at Step III to provide a written disposition of the grievance.

#### Section 16.2 – Arbitration

A. Only those grievances that have been processed through the grievance procedure in strict compliance with all of its requirements may be taken to arbitration. If the grievant is not satisfied with the disposition of the grievance at Step III or within the fifteen (15) college business day period applicable to Step III, the grievance may be submitted to arbitration. The arbitration process shall be initiated by filing a written request for arbitration with the Associate Vice President of Human Resources within twenty (20) college business days as set out in the College Calendar after receipt of written disposition at Step III or within twenty (20) college business days as set out in the College Calendar after the expiration of the Step III fifteen (15) day period. A copy of the grievance document must be attached to the request.

1. After a written request for arbitration is properly and timely filed, the grievant and the College, by any representative it may choose, will meet at a mutually convenient time or confer by telephone in an effort to mutually agree on an arbitrator.
2. If an arbitrator cannot be agreed upon, the Federal Mediation and Conciliation Service will be asked to supply a list of seven (7) names from which the parties will alternately strike names until only one remains. The one remaining shall be the arbitrator.
3. Each party shall have the right to reject one list of arbitrators in its entirety, and any subsequent list containing any of the same names.
4. No arbitrator shall have at any time before him more than one grievance involving this Agreement without the mutual consent of the College and the Union.
5. Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the



substantive issue(s). By mutual consent of the College and the Union, the same arbitrator may preside over both the issue of arbitrability and the substantive issue(s).

6. The identified arbitrator will be notified by FMCS. The arbitration will then proceed in accordance with the reasonable orders and requests of the arbitrator, but subject to the following conditions:

- a. Venue. The arbitrator shall hold the hearing in Brevard County, Florida, unless otherwise agreed to by the parties. The hearing shall be scheduled as soon as is practicable.
- b. Authority of the Arbitrator. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this agreement. Decisions must be explained upon the request of either party. The arbitrator's decision shall be confined solely to the application and/or interpretation of this Collective Bargaining Agreement and its referenced documents and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.
- c. The parties shall have a right to a reasonable time for briefing the case, upon request, and a decision shall be due within thirty (30) days after the date set for filing briefs.
- d. Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated the Collective Bargaining Agreement. If the arbitrator determines that the Collective Bargaining Agreement has been violated, the arbitrator shall direct the College to take appropriate action.
- e. Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Costs of reports and transcripts (which shall be made available at the request of either party) shall be borne by the requesting party. Cost of meeting rooms, etc., shall be divided equally between the parties.
- f. Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the College, the UFF, and the grievant, provided Tj7.576.2(EffeTw[ceColleb)6..5()

- g. The arbitrator shall be empowered to make reasonable orders so that the matter can be expeditiously resolved, but shall accommodate the parties within reason as to hearing dates and continuances where need is shown.
- h. Retroactivity. An arbitrator's award may or

achieved within reasonable time frames. A warning may be oral or written at the discretion of the supervisor. The faculty member shall have the opportunity to provide a written response to a written warning which shall be filed together.

2. Reprimand. If necessary, a written reprimand would be the next step for continued below-standard performance. Warnings and reprimands shall be discussed with the faculty member in person. Documentation of each step in the disciplinary process shall be made by the initiating administrator and acknowledged by the faculty member in accordance with Appendix P of this contract. The faculty member shall have the opportunity to provide a written response to the reprimand which shall be filed with the reprimand.
3. Suspension. A full-time faculty member may be suspended with pay pending investigation of a possible infraction. If, after investigation, just cause for disciplinary action is determined, upon recommendation of the President, the Board may suspend a faculty member without pay provided that notice of intent has been provided pursuant to Article 17.1, B below.
4. Termination or Return to Annual Contract. Any faculty member who is tenured (under continuing contract) may be dismissed or may be returned to annual contract status for up to another three (3) years only with just cause and when a written recommendation to that effect is submitted by the President to the Board giving sufficient just cause therefore, by the President and provided the President's recommendation is approved by a majority of the Board.

B. Notice of Intent. When the President or representative has reason to believe that a Suspension, termination, or return to annual contract should be imposed, the President or representative shall provide the faculty member with a written notice of the proposed action and the reasons therefore.

1. Such notice shall be sent certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained.
2. The faculty member shall be given ten (10) days in which to respond in writing to the President or representative before the proposed action is taken. The President or representative then may issue a notice of disciplinary action under Article 17.1, D below.
3. The faculty member has a right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action.
4. If the President or representative does not issue a notice of disciplinary action, the notice of intent shall be retained only in the faculty's evaluation file.



- a. To facilitate staggering of terms, initially one member from each group shall serve a one (1) year term, one member from each group shall serve a two (2) year term, and one member from each group shall serve a three (3) year term.
  - b. Faculty members shall be recommended by the UFF.
- B. The calendar shall be developed in sufficient time to be approved not less than two (2) years prior to the first day of the current academic year.

#### Section 18.2 – Waivers

The failure of the UFF to present demands and/or proposals during collective bargaining, the withdrawal by the UFF of demands and/or proposals after being presented by the UFF during collective bargaining, and the granting by the UFF of discretionary authority to the College in a collective bargaining agreement, regarding any and all subjects and matters lawfully subject to collective bargaining, shall be deemed, considered and construed to be waivers by the UFF of

Tentatively Approved

\_\_\_\_\_  
UFF Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
EASTERN FLORIDA Representative

\_\_\_\_\_  
Date

Agreement between the EASTERN FLOR