

1-31-20 College Proposal

ARTICLE 6.4. HOLIDAYS AND OTHER PAID NON-DUTY DAYS

- A. All full-time faculty in ~~twelve (12)~~-month contract positions shall observe holidays and other paid non-duty days as approved by the Board of Trustees.
- B. To be eligible to be paid for Holiday and Paid Non-Duty days, an employee must work, or be on approved leave (other than workers' compensation leave), the day before and the day after the Holiday or Paid Non-Duty Day.
- C. Holiday pay hours do not accrue.
- A-D. Employees on workers' compensation leave and receiving workers' compensation salary indemnification payments are not entitled to holiday pay or paid non-duty days.

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ARTICLE 6.9. MILITARY LEAVE

Military Leave shall be granted to Faculty who are ordered to federal or state military duty training, including the National Guard. The first thirty (30) days of such leave shall be paid leave. Leave used beyond the thirty (30) days shall be without pay.

A. Leave for Active Military Service:

For employees who are members of the U.S. Armed Forces Reserves or the National Guard and who are ordered to active military service, the first 30 calendar days of such leave will be without loss of pay. The College will continue to pay its share of any health insurance coverage for up to 30 days of military leave. Leaves for active military service in excess of 30 days will be without pay, although employees may elect, at their option, to use any accrued unused vacation or sick leave.

Employees are required to provide as much advanced notice as possible of the need for military leave unless giving notice is impossible or precluded by military necessity.

Reinstatement or re-employment by the College following a period of active military service will be granted as follows:

1. If discharged from the military, the employee must have received an honorable discharge.
2. The employee's military leave from the College did not cumulatively exceed five years.
3. The employee reported back to work or applied for reinstatement: (a) within 90 days after release from military service lasting more than 180 days; (b) within 14 days after release from military service lasting between 31 and 180 days; or, (c) on the next regularly scheduled workday following release from military service of less than 31 days.

B. Leave for Reserve or Guard Training:

Employee who are members of the Reserve or National Guard will be granted a military leave of absence for all time in which he or she is ordered to engage in reserve training. Employees must give his or her supervisor as much advance notice as possible of the need to take leave for reserve training. Up to 240 hours per year for Reserve or Guard training shall be paid leave. Any training hours required in excess of 240 hours per year shall be without pay.

C. Leave for Named Event or Declared Emergency:


A military leave of absence will also be granted to any employee who is a member of the Florida National Guard and is called to active state duty for a named event or an officially-declared

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emergency or disaster pursuant to Florida Statutes, Section 250.48. Official orders for any such service shall be presented to an employee's immediate supervisor. Leave under this section shall be with pay for the first 30 days of the named event or emergency, and thereafter shall be without pay.

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ARTICLE 6.12. PROFESSIONAL LEAVE (TEMPORARY DUTY)

Professional leave, or temporary duty, is a temporary assignment used for providing educational services, attending meetings and workshops, etc., for the benefit of the College, as approved in advance by the faculty member's immediate supervisor. The faculty member requesting temporary duty must submit a Travel Authorization and Expense Reimbursement Form prior to the first day of travel and/or according to College policy.

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COLLEGE'S 1-31-2020 POST CAUCUS PROPOSAL

Article VII. Reduction in Force

Section 1. General Provisions

- A. A reduction in force ("RIF" or "layoff") is an involuntary separation of one or more employees from their employment due to a financial exigency or lack of work. The parties recognize both the Administration's right under F.S. 447.209 to initiate layoffs, and the Union's right to negotiate the impact of such decisions and to file a grievance where such decisions are alleged to violate provisions of this Agreement. The parties further recognize that the interests of students, faculty, and the College are best served by cooperation between the Union and the Administration to seek alternative solutions to layoffs. These alternatives include but are not limited to natural attrition.
- B. The Administration will notify the Union not less than ninety days prior to an anticipated layoff. 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. Following the notice, and upon request from the Union, the parties will meet in reasonable times and places to ~~generally~~ discuss the decision and negotiate any impacts.
- C. Any employee released from employment under this Article shall receive full salary and benefits guaranteed under this Agreement and any rules, regulations, or policies of the Board, until the end of the current semester.
- D. No faculty shall be subject to layoff while there is a vacancy in a full-time faculty position for which the faculty is credentialed and/or qualified. No continuing contract faculty shall be subject to layoff while there is a non-continuing contract faculty holding a full-time position for which the continuing contract faculty is credentialed and/or qualified.
- E. An employee designated to be released from employment under this Article shall receive

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notice at the same time that the notice of anticipated layoff is provided to the Union or as soon thereafter as the decision is made selecting the employee for layoff.

Section 2. Layoff Considerations

A. In the event of a layoff, the determination of which employees to retain and which employees to separate will be based on College needs and the qualifications and/or credentials of the employees in the academic unit or program affected. The following factors will be considered in this order in making this determination:

1. Program and Area needs
2. Accreditation standards of appropriate agencies
3. Employee qualifications and/or credentials, including possessing the credentials and/or qualifications necessary to teach in multiple disciplines
4. Employee performance as reflected in evaluations, disciplinary history, and work history
5. Employee length of employment
6. Employee service to the College

B. "Length of Employment" as described in section A, Article VII shall be calculated in terms of academic years of employment at the college in a position included in the bargaining unit. Faculty shall also receive credit for previous employment at the College in the following way:

| Position | Unit of Time | Credit Given |
|--|---|-------------------------------|
| Adjuncts (Fall 2001 or later) | 36 hours | 1 academic year of employment |
| Full-time temporary instructor or Lecturer | Fall and Spring Semester of an academic year | 1 academic year of employment |
| Staff | One calendar year in an area related to instruction or content area of their present position | 1 academic year of employment |


Section 3. Recall


A. For one year following layoff, faculty members who are released from employment pursuant to this Article shall have right of first refusal to be recalled to any subsequently posted vacant comparable faculty position for which they are credentialed and qualified.

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- B. Recall of laid off faculty members shall abide by the following procedures:
1. When a bargaining unit vacancy is posted, e-mail notification shall be sent to all laid off employees at their last known e-mail address, to the extent that the employee has provided the Administration with his or her personal email address.
 2. If one laid off employee applies for the comparable faculty position who is credentialed and qualified, he or she shall be offered the position.
 3. In the event there is more than one such applicant, the position shall be offered to the applicant determined by the College to be best suited for the position after considering the criteria set forth in Section 2.
 4. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of offer. The Union shall be notified of all such offers of re-employment.
 5. If the offer of re-employment is rejected or the employee does not respond to the offer in a timely manner, the laid off employee shall receive no further recall consideration under this Article.
 6. If the offer of re-employment is accepted, the laid off employee shall resume at the same rank and contract status.

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