

## **ARTICLE 12 RETRENCHMENT**

### **12.01 Principles**

In the event that the Board foresees the need for retrenchment of full-time faculty, exclusive of faculty positions funded through grants, during the term of this Agreement, it shall immediately request in writing negotiations with the Association over the impact of such retrenchment. The parties shall, in these negotiations, consider many factors, including, but not limited to, natural attrition, voluntary early retirement, retraining, transfers, order of faculty retrenchment, and recall rights.

### **12.02 Procedure**

#### **A. Point System**

Retrenchment shall be implemented in accordance with the Retrenchment Point System which takes into consideration, on a district-wide basis, a faculty member's degree, certification/licensure, in-field work experience, years of experience at PJC, academic rank, additional teaching or job qualifications in area(s) of need, and program and/or academic needs of the College. Should retrenchment be necessary, faculty members in the discipline or area who have the greatest number of points as determined by the Retrenchment Point System shall be retained over faculty members with fewer retrenchment points.

Should a choice have to be made among faculty members with the same number of points, faculty members with the fewest points derived from Retrenchment Point System Category Two, Years of Experience, shall be retrenched first. If those points are equal, points in the following areas shall be considered: Degree, Program/Academic Needs, In-field Preparation, Additional Teaching or Job Qualifications, then Academic Rank.

In determining points to be assigned under Retrenchment Point System Category Two, service shall not be deemed to have been interrupted by any paid leave granted and approved pursuant to this Agreement.

Not less than two weeks before the department head forwards the final retrenchment point assignments to the next level, the department head shall invite each faculty member to discuss the assignment of his or her retrenchment points, including the faculty member's relative departmental standing. At that time the faculty member shall have the opportunity to verify and correct the assignment of points.

Any faculty member who will qualify for normal retirement under the Florida Retirement System or the Teacher Retirement System during the academic year immediately following the retrenchment separation date shall be permitted to retain employment through the term in which the faculty member's retirement qualification date occurs.

Prior to termination of any faculty member through retrenchment, the Board shall make a good faith effort to reassign the faculty member to sections taught by adjunct faculty or by overload assignment and for which the faculty member is appropriately credentialed.

## B. Point System Categories

The following Retrenchment Point System, calculated by summing the points from categories 1, 2, 3, 4, and 5 below, shall determine a faculty member's accumulated points as of the date the Association is officially informed of retrenchment.

### **POINTS ARE ACCUMULATED AS FOLLOWS: CATEGORY MAXIMUM POINTS**

#### **1. PREPARATION IN-FIELD**

(In-field as defined in the glossary to this agreement)

##### a. Formal Education

(Points are available to faculty members working in all college areas/programs.)

Degree (Highest Obtained)

Associate's	04
Bachelor's	10
Master's	14
Master's + 30 semester hours	16
Doctorate	20

##### b. Certification/Licensure

08

(Points are available only if certificate or license is an established requirement for the faculty member's position.)

##### c. In-field Work Experience

08

(Points are available only to faculty teaching PSAV or non-transfer PSV and do not include PJC teaching years.)

Two (2) points for each full year of work experience Varies

The maximum points one may accumulate in Category 1: 20

#### **2. YEARS OF EXPERIENCE**

Two (2) points for each full year of PJC full-time faculty employment 50

One (1) point for each fraction of a year of PJC faculty employment greater than one-half the established faculty work year 01

The maximum points one may accumulate in Category 2: 50

#### **3. ACADEMIC RANK**

Assistant Professor	04
Associate Professor	08
Professor	12

The maximum points one may accumulate in Category 3: 12

#### **4. ADDITIONAL TEACHING OR JOB QUALIFICATIONS IN AREA(S) OF NEED**

Four (4) points per active PJC course which the faculty member is qualified to teach outside his or her usual teaching area. Maximum of four (4) courses. 16

Teaching faculty qualified as librarian 10

Teaching faculty qualified as counselor 10

The maximum points one may accumulate in Category 4: 18

#### **5. PROGRAM AND/OR ACADEMIC NEEDS**

~~Points in this category shall be determined by the Academic Vice President and other appropriate academic administrators. A narrative "rationale" parallel to that described in Section 17.08B.5. shall accompany the final point assignment.~~

~~The assignment of points under the Program/Academic Needs category shall be determined initially by the appropriate department head/director, who shall also prepare a written explanation of how he or she arrived at those point assignments. The point totals and written explanation shall be submitted to the appropriate dean and provost for recommendation, then forwarded to the Academic Vice President for review and approval. If the administrator at any level recommends a change in the number of points assigned, he or she shall prepare a written narrative outlining the basis for the change. Final determination of points assigned in this category shall rest with the Academic Vice President.~~

Points in this category shall be determined from Appendix (?).

Criteria to be applied in assigning points for this category shall be job-related and may include, but are not limited to, the following:

- a. Performance evaluation(s)
- b. Job effectiveness
- c. Accreditation needs
- d. Faculty member's unique value to the program
- e. Service to PJC
- f. Service to the department

The maximum points one may accumulate in Category 5: 25

**TOTAL MAXIMUM RETRENCHMENT SYSTEM POINTS AVAILABLE: 125**

#### **12.03 Recall**

Should a terminated position be reopened or another position for which a separated faculty member is qualified be created or become vacant and available within twenty-four (24) months of the date of separation because of retrenchment, such position shall be made available to the separated faculty member(s) according to the following procedures:

- a. The Board shall determine whether such a position(s) is(are) vacant and available. Such position(s) shall not be open to new faculty members until and unless the procedure specified in Section 12.03c. below is satisfied .
- b. The Board shall provide notice of recall by return receipt, certified letter to the separated faculty member's last known home address. Concurrently, the Board shall provide the Association with a list of those faculty members notified of possible recall.
- c. The faculty member shall have thirty (30) calendar days from the date notification is postmarked in which to respond to the recall notice. If written response is not received by the Board within that time, or if the faculty member declines the position, the Board may commence normal hiring procedures.

Should more than one separated faculty member be qualified for a vacant position, recall shall be implemented using the retrenchment point system specified in Section 12.02, but in reverse order. That is, faculty members with more points shall be recalled prior to those with fewer points.

The academic rank, salary, retirement benefits, leave credits, and years of service to which a recalled faculty member is entitled shall be the same as if there had been no break in service.

## **12.04 Retrenchment Options**

### **A. Employment Options**

Should the Board foresee the need to retrench faculty positions, the following options shall be offered to the faculty members identified for separation.

1. In those areas where identified teaching positions are vacant and available, the College shall provide the assistance specified in Section 12.04A.1.c. and d. to help the faculty member acquire the additional education necessary to meet the credentialing requirements for such a position. The period covered by this assistance shall be referred to hereafter as the retraining period.

- a. The program of additional education must be completed within twenty four (24) ~~twelve (12)~~ months of its mutually agreed upon starting date, at the end of which time the faculty member must be fully qualified by SACS and college credentialing requirements to teach in the new area.

- b. The program of study must meet the College's program needs and be mutually agreed upon in advance by the faculty member and the Academic Vice President of the College. Placement of the faculty member in the vacant teaching position shall be contingent upon successful completion of the program.

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- c. During the retraining period approved program of study, the college shall offer the faculty member up to a full 164-day contract year's of professional leave of absence with full salary and benefits to enroll full-time in the approved program of study. The College shall offer the faculty member up to another full 164-day contract year of unpaid professional leave to continue full-time enrollment in courses required in the approved program of study. The College shall continue to pay the faculty member's health insurance premiums during the second year of full-time enrollment defined above.
- d. If the Board determines funds are available, the College shall reimburse the faculty member for the instructional fees of the education program, provided all state and college policies regarding the use of such funds are satisfied. Faculty pursuing an approved retraining program shall be given preference for Staff and Program Development funds.
- e. Upon successful completion of the agreed upon program of study, the faculty member who is awarded professional leave of absence under this plan will be obligated to ~~teach for~~ return to the College to work as a full-time employee for a post retraining period of four terms, for two (2) additional 164-day contract years, immediately following completion of the leave, with the College retaining the right to waive the obligation.
- ~~f. If a faculty member, after college funded retraining, fails to meet his or her obligation to stay with the college for two (2) additional years, the faculty member will be required to repay all costs paid by the college on a prorated basis.~~
- f. If a faculty member fails for any reason to fulfill the foregoing obligation to return to work during the entire post retraining period, then he or she shall be obligated to repay the Board a prorata amount representing the sums paid to, or on behalf of, the faculty member during the portion of the post retraining period that the faculty member failed to work. The amount to be repaid shall be determined by dividing the number of days that the faculty member failed to work during the post retraining period by the number of days that the faculty member agreed to work, times the total gross compensation, plus instructional fees, paid to the faculty member during the retraining period. The faculty member's obligation to repay shall commence immediately upon the termination of the faculty member's full-time employment.
- ~~f g.~~ In the event that catastrophic circumstances beyond the control of the faculty member prevent timely completion of the agreed upon program of study, the College shall make a good faith effort to identify a mutually satisfactory solution.
- ~~g h.~~ If a faculty member abandons or does not successfully complete ~~such a~~ the approved program of study for reasons other than those specified in Section 12.04A.1. ~~gf.~~, that faculty member shall not be eligible for recall as described in Section 12.03 of this Agreement.
2. In those cases where the Board can determine that a faculty member has the qualifications necessary for employment in a career service position which is vacant and available, and if the faculty member has provided a properly dated letter of resignation from his or her teaching position, the Board shall offer the faculty member employment in that career service position on a temporary or career track basis according to the qualifications of the individual and the needs of the College.

- a. If the Board should offer and the faculty member accepts such a position during an academic year, the College shall honor the salary portion of the faculty contract for the remainder of that academic year. Should the position continue after that time, the career service salary schedule shall then apply.
- b. If the Board should offer and the faculty member accepts a career track position, the faculty member will not be eligible for recall as described in Section 12.03 of this Agreement. A faculty member accepting a temporary career service position retains such recall rights.

#### B. Additional Options

In the event of retrenchment, nothing in this article shall preclude the negotiation of additional options such as, but not limited to, voluntary early retirement, leave without pay, or severance pay.

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## Appendix ?

### Assignment of Retrenchment Points per 12.04 B5

For purposes of allocating points for this section, the activities must have been performed in the prior 3 years.

#### One Point

SPD course: 1 point each to maximum of 6 points

#### Two Points

SPD presenter: maximum of 4

Committee member: maximum of 4

Conference attendance: maximum of 4

Undergraduate course: maximum of 4

Current professional society membership

Academy of Teaching Excellence member

Overload average: 2 points/60 points load to a maximum of 4 (Guaranteed summer contract does not count)

Online courses average per semester: maximum of 4

Completion rate: 2 points for every 2% over department average; maximum of 4

#### Three Points

Committee Chair: maximum of 6

Officer, board member, senator for local PJCFA, FACC, ATE: maximum of 6

Club sponsor: maximum of 3

Mentor: maximum of 3

Conference presenter: maximum of 6

Developer of new course: maximum of 6

Graduate course: maximum of 6

#### Four Points

Program coordinator

State/national officer in professional organization (FACC, UFF, NEA, NET, etc.)

Publication: 4 points each to maximum of 8

Educational research completion: maximum of 4