

ARTICLE 5

ASSOCIATION RIGHTS

5.01 Use of Facilities

The Association shall have the right to use college facilities and services on the same basis as they are generally available to other groups in the community.

5.02 Dues Deduction

The Board shall deduct and transmit to the Association, commencing with the first pay check in September, all dues and uniform assessments upon receipt of a written authorization form signed by a faculty member. Dues shall be deducted on a pro rata basis from the first two full pay checks in each month of a faculty member's regular contractual period. The Board shall provide to a person designated by the President of the Association with a list of unit members for whom deductions are made with each transmittal.

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Deductions for those faculty members authorizing the initiation of dues deductions at a date later than the first pay check in September shall commence as provided in Section 5.02. The amount of each such deduction shall be equal to that which would have applied for each of the regular pay periods as described in the paragraph above.

The Association shall inform the Board in writing not later than August 1 of any change in the dues or uniform assessments from the previous year. Unless the Association advises the Board in writing of any changes in the formula for dues and uniform assessments, the Board shall use the previous year's formula for said deductions.

Each deduction authorization shall remain in effect until revocation in writing by the faculty member, termination of employment, or loss of the right of dues deduction specified in this Agreement. Each authorizing faculty member shall have the right to revoke the authorization upon written notice to both the Board and the Association.

~~By October 15 of each year, a representative of the Association shall meet with a representative of the Board for the purpose of ascertaining completeness and accuracy of the Board's and Association's lists of faculty members who have authorized dues deductions.~~

The Association has paid to the Board the one-time fee of seven hundred dollars (\$700) to cover the expense of establishing the system for dues deductions described above, and it is understood that as long as dues deductions are made under the above described system, there will be no operational charges.

The Board shall have no responsibility or any liability for any monies once sent to the Association. Further, the Association shall hold the Board harmless for unintentional errors in the administration of the dues deduction system, although the Board shall exercise reasonable care in said transactions.

Dues deduction authorizations and revocations received by the Human Resources Office seven (7) business days prior to the next payday will take effect with that payday. Those received after this deadline may still be implemented by the next payday if processing time permits, and if not, will be processed the following payday.

5.03 Copying and Communication Privileges

A. Copying

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The Association has established an account with the College through the deposit of one hundred dollars (\$100) with the Bursar's Office and was assigned a cost center number and issued a photocopying debit card. Use of the debit card and the College's photocopying equipment shall be subject to the following guidelines:

1. all charges resulting from use of the debit card shall be the responsibility of the Association;
2. copies made from the use of the debit card shall be charged against the Association's account at the standard college rate;
3. a credit balance of at least fifty dollars (\$50) shall be maintained in the Association's account at all times;
4. the debit card shall not be used by any college employee during the employee's scheduled working hours other than OPA hours ~~officially scheduled for Association work~~ nor shall any career service personnel be requested to photocopy or in any other manner produce or reproduce materials for the Association;
5. use of the college's photocopying equipment by the Association shall be restricted to times when such use will not interfere with use by the college's departments, offices, and employees on official duty;
6. failure of the Association to adhere to these guidelines and requirements shall result in forfeiture of the debit card and photocopying privileges.

B. Notices

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1. In departmental offices where departmental bulletin boards currently exist, the Association shall be entitled to bulletin board space equal to the dimensions of a legal size sheet of paper (8 2" x 14") for the posting of notices and bulletins. In departmental offices where there are currently no departmental bulletin boards in existence, the Association may create such bulletin boards at its own expense and according to size, space, construction, and installation specifications as determined by the Board.
2. The Association may place bulletins, notices, and newsletters in the individual departmental mailboxes of faculty members represented by the Association provided that

all such placements shall be conducted only by members of the Association who shall not request the assistance or actions of the college's career service personnel.

C. Campus Mail

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The Association shall have the right, at no charge, to use the college's campus mail system according to the conditions outlined below.

1. Volume or mass mailings including, but not limited to, surveys, newsletters, announcements, and bulletins, sent to an entire campus, department, or school, shall be transmitted through campus mail in a single bulk package to the destination and distributed to the appropriate individuals by an Association representative.
2. Correspondence between an individual faculty member and the Association may be sent through campus mail.
3. Correspondence between the Association and the Board may be sent through campus mail.
4. In all cases, the Association shall comply with established rules and procedures for use of the campus mail system.
5. This right does not extend to the use of electronic mail or to the use of the U.S. mail via the college mail rooms, except as provided for by Section D, Electronic Communication, below.

D. Electronic Communication

The PJCFA shall have the right to use the College's voice mail and e-mail systems for the purpose of conducting Association business. The systems shall not be used for the purpose of promoting issues which are subject to negotiations. The Association shall not be charged for the use of these systems unless their use results in an additional cost to the College.

E. PJCFA Web Page

The PJCFA shall have the right to an informational Web page on the PJC Internet. The page will contain general information about the PJCFA and will include a link to the Collective Bargaining Agreement (CBA). The page shall not be used for the purpose of discussing or promoting issues that are subject to negotiations. The Association shall not be charged for the use of the internet for this purpose unless the use results in an additional cost to the College. The Association will submit proposed Web page materials to the Chief Information Officer. The Administration will review and approve all information before it is posted on the Web page.

5.04 Information Privileges

A. Standard Reports

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Upon written request to the Board, the Association shall be entitled, at no charge, to one copy per fiscal year of any standard, routine report issued by the college including, but not limited to, the Annual Report, the Fact Book, the Annual Operating Budget, and a list of full-time faculty members with rank, degree category, and date of hire, and all salary information. Said full-time faculty information shall be transmitted electronically, as an Excel document. For additional copies of such reports within the same fiscal year, the Association shall pay the Board the standard service fee of five dollars (\$5) per report.

B. Ad Hoc Information Requests

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Upon written request to the Board, the Association shall be entitled to review or receive copies of any other public record maintained by the college. Access to and fees for such information shall be determined in accordance with Florida Statute 119.07.

5.05 Association Release Time

The President of the Association shall be granted release time equal to 180 workload points for each of Terms I and II. The chief negotiator for the Association shall be granted release time equal to 240 workload points for each term during which active negotiations are being held. ~~Term II.~~ The contract enforcement officer for the Association shall be granted release time equal to 180 points for each of Terms I and II.

During terms where release time is taken, the Association member's standard load, including the points for released time, must not fall below 900 points. Release time for librarians and counselors serving in the capacities named above shall be based on the ratio of three (3) contact hour (180 workload points) to five (5) working hours per week. Association members receiving release time as stated above shall retain all rights, benefits, and privileges accorded all full-time faculty members.

5.06 OPA Time for Activities Related to Negotiation

A. Collective Bargaining

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During the period of time in which collective bargaining negotiations are occurring, members of the Association's negotiating team shall be allowed up to three (3) hours per week of OPA time, or three (3) hours per week of duty time for counselors and librarians, for time spent in negotiating sessions; provided, however, that release time as defined in this article and OPA time for collective bargaining negotiations shall not be accorded to an individual in the same term.

B. Special Meetings and Projects

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Faculty members participating in meetings or special projects established by letter of agreement between the Association and the Board shall be allowed up to three (3) hours per week of OPA time, or up to three (3) hours per week of duty time for counselors and librarians, for time spent

in such activities. By mutual agreement of the parties, up to three (3) hours of OPA time per week may be used for participation in other activities related to negotiable items.

5.07 Office Space

If priorities permit, the Board shall provide private, on-campus storage/office space for use by the Association; the location and continued availability of such space shall be determined by the Board.

5.08 Professional Leave for PJCFA Activities

The granting of professional leave lies within the discretion of the Board of Trustees, upon the recommendation of the President. It is, however, agreed that professional leave is granted for the professional benefit or advancement of the faculty member and only incidentally for the benefit of the College. It is understood that the granting of professional leave on a paid basis is a function of funds available and that such professional leave will not be withheld arbitrarily. Also, professional leave on an unpaid basis may be requested.

All Faculty Association senators, executive board officers, and FEA representatives are entitled to professional leave to attend UFF, FEA, and other bargaining conferences, subject to the restrictions of the above paragraph.

5.09 Board of Trustees Meetings

The Faculty Association shall have standing agenda time on each Board of Trustees meeting, subject to time constraints, during which Faculty Association members shall be allowed to speak on issues of interest to the faculty and Board of Trustees.