

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

Section 5.02 and Appendix M are considered invalid and unenforceable unless Chapter 2023-35, Laws of Florida, is repealed, struck down, or amended in such a way that permits dues deductions by public employers for this unit. To the extent that dues deductions for this unit are authorized and permitted by Florida Law, the College will engage in dues deductions with the conditions set below.

The College 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 College shall provide to a person designated by the President of the Association a list of unit members for whom deductions are made with each transmittal.

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 College 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 College in writing of any changes in the formula for dues and uniform assessments, the College 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 College and the Association.

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

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

5.03 Copying and Communication Privileges

A. Copying

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

1. All charges resulting from use of the ID number shall be the responsibility of the Association;
2. Copies made from the use of the ID number shall be the responsibility of the Association;
3. A credit balance of at least fifty dollars (\$50) shall be maintained in the Association's account at all times;
4. No career service personnel shall 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 ID number and photocopying privileges.

B. Notices

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 (8½" 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 College.
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. Use of College Communication Systems

The PSCFA shall have the right, at no charge, to use the College's campus mail, phone voice mail, and e-mail systems for the purpose of conducting Association business with the College as well as with its members. In all cases, the Association shall comply with established College rules and procedures for use of these systems. This right does not extend to the use of the U.S. mail via the College mail rooms. 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.

Volume or mass 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.

D. PSCFA Web Page

The PSCFA shall have the right to an informational web page on the Pensacola State College Internet Site. The page will contain general information about the PSCFA 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 via the online web request system. The College will review and approve all information before it is posted on the web page.

5.04 Information Privileges

A. Standard Reports

Upon written request to the College, 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, and the Annual Operating Budget. Each Fall and Spring semester, a list of full-time faculty members with rank, degree category, date of hire, and annual salary shall be provided within two weeks of the start of the semester. 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

Upon written request to the College, 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 or his or her designee shall be granted release time equal to 180 workload points for each Fall and Spring semester and release from one course equivalent

to 180 workload points during the summer. The Chief Negotiator for the Association shall be granted release time equal to 180 workload points for each Fall and Spring semester, if active negotiations are taking place, with the exception of impact bargaining. Three hours per week of overload will be granted for any week during the semester when impact bargaining occurs. During semesters 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 hours (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

During the period of time in which collective bargaining negotiations are occurring, members of the Association's negotiating team shall be allowed to schedule 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 semester.

B. Special Meetings and Projects

Faculty members participating in meetings, special projects, or other activities established either by mutual agreement or by letter of agreement between the Association and the College shall be allowed to schedule 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.

5.07 Office Space

The College shall provide private, on-campus storage or office space for use by the Association; the location and continued availability of such space shall be determined by the College.

5.08 Leave of Absence – Union Activity

At the written request of the United Faculty of Florida (UFF), provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time leave of absence for the academic year will be granted to one (1) faculty member designated by the UFF for the purpose of carrying out UFF's obligations in representing faculty and administering collective bargaining, including lobbying and other political representation. Such leave may also be granted to one (1) faculty member for the entire summer term upon written request by the UFF, provided no later than March 15 of the preceding academic year. Upon failure of the UFF to provide the Board with the name of the representative by the specified deadline(s), the Board may refuse to honor the request submitted late. The following guidelines will apply:

The UFF will reimburse the College for the faculty member's salary, fringe benefits, and retirement contributions.

A faculty member on full-time leave or less than full-time leave will be eligible to receive salary increases on the same basis as other faculty.

A faculty member who has been granted leave under this Article for two (2) consecutive academic years will not again be eligible for such leave until two (2) consecutive academic years have elapsed following the end of the leave, unless designated by the UFF as exempt from the provisions of this subsection.

Neither the College nor the Board will be liable for the acts or omissions of said faculty during the leave and the UFF will hold the College and the Board harmless for any such acts or omissions, including the cost of defending against such claims.

A faculty member on such leave will not be evaluated for this activity nor will such activity be considered by the College in making personnel decisions.