

ARTICLE __

RECOGNITION

The St. Johns River State College Board of Trustees (“Board” or “Employer”) recognizes the United Faculty of Florida (“UFF” or “Union”) as the sole and exclusive collective bargaining agent for those faculty members certified by the Florida Public Employees Relations Commission Certification Number 1955, issued March 14, 2019, who are employed by the College as follows:

INCLUDED: Full-Time faculty (including department chair, assistant department chair, program director, instructor, and professor), librarians (including public service librarian and campus librarian), and senior academic advisors (including the assistant director of advising/senior academic advisor).

EXCLUDED: All managerial, administrative, supervisory, and confidential employees including, but not limited to, director of organizational management baccalaureate program, director of bachelor of science in nursing, and all job titles categorized as follows:

Administrative (including, but not limited to, president, vice president, dean, and director), professional support (including, but not limited to, professional support advisors), career service, other professional services, part-time employees, adjunct faculty, and acting or interim faculty.

ARTICLE ____

**SEVERABILITY AND PROHIBITION AGAINST
RE-OPENING OF NEGOTIATIONS**

1. Should any provision of this Agreement, or any part thereof, be rendered or declared invalid by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).
2. This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, terms and conditions of employment as well as all other matters, which were or could have been negotiated prior to the execution of this Agreement. This Section does not prohibit the parties from entering into negotiations concerning the successor agreement.

ARTICLE ____

CIVILITY AND PROFESSIONAL BEHAVIOR

All members of the College community should be able to work and learn in a safe and mutually respectful workplace and learning environment. Members of the Faculty will treat each other, staff, administrators, trustees, students, guests and members of the public with respect and expect the same in return.

ARTICLE __

NON-DISCRIMINATION

1. The College and the Union agree not to discriminate against any employee covered by this Agreement because of race, ethnicity, color, national origin, marital status, religion, age, gender, sex, pregnancy, sexual orientation, gender identity, genetic information, disability, or veteran status.
2. The parties agree not to interfere with the rights of employees to become members of the Union, to refrain from becoming members of the Union, or to terminate their membership in the Union and that there shall be no discrimination, interference, restraint or coercion by the parties against any employee because of membership or non-membership in the Union.

ARTICLE __

STRIKES

1. The Union and bargaining unit members agree not to instigate, participate in, or endorse strikes, picketing, work stoppages, boycotts, slow-downs, sick-outs or concerted failure or refusal to perform assigned work by bargaining unit members covered by this Agreement, while this Agreement is in effect.
2. Any bargaining unit member who instigates, participates in or endorses a strike, a work stoppage, picketing, boycott, slow-down, sick-out or concerted failure or refusal to perform assigned work shall be disciplined and/or discharged by the College, and the sole and exclusive jurisdiction to review such discipline or discharge shall be provided in the grievance procedure.
3. The Union's officers, agents, stewards, and other representatives agree they have a continuing obligation and responsibility to promote compliance with this Article and the law.
4. Picketing, as referred to in this Article, shall mean any action by way of demonstrating which has the effect of preventing or restraining any other employee from coming to work or from continuing to work, or has the effect of preventing or restraining any students, visitors, or others from ingress and egress to College facilities or sites or otherwise impede the mobility of students, visitors, or others to or on any College facility or site. This definition shall not apply to lawful informational picketing. The parties recognize the right of Faculty to engage in informational picketing and other concerted activity that does not impede the rights of others or unlawfully interfere with the College's operations.
5. For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act committed by any of their officers, agents, and/or representatives acting on behalf of the Union, which act constitutes a violation of State law, City/County ordinance, or policy, or the provisions herein.

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CONTRACT AVAILABILITY

The College shall make an electronic version of the Agreement available on the College website.

ARTICLE __

DUES CHECKOFF

1. **Dues Deductions.** The College and UFF hereby agree to the deduction and remittance of UFF membership dues.
 - A. **Procedure.** During the term of this Agreement, the College agrees to deduct Union membership dues and uniform assessments, if any, in an amount established by the Union, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written check-off authorization form.
 - i. **Commencement of Deduction.** Deductions shall be made beginning with the first full pay period following receipt by the College Human Resources Office of a valid check-off authorization form.
 - ii. **Notice of Changes.** UFF shall give written notice to the College of any changes in its dues or uniform assessments at least forty-five (45) calendar days prior the effective date of any such change.
 - iii. **Remittance.** The dues and uniform assessments deducted, if any, shall be remitted by the College to the UFF within thirty (30) calendar days following the end of the pay date.
 - iv. **Termination of Deduction.** The College's responsibility for deducting dues and uniform assessments, if any, from an employee's salary shall terminate automatically upon either, (1) thirty (30) calendar days following receipt by the Human Resources Office of a written notification from the employee revoking that employee's authorization of deductions, or (2) the discontinuance of the authorizing employee's status within the bargaining unit. The College will provide notice to the Union of any written notification revoking an employee's authorization of deductions within thirty (30) days of when it is received by the College.
 - v. The College shall not deduct any UFF fines, penalties, or special assessments from the pay of any employee.
 - vi. **Insufficient Pay.** In the event an employee's salary earnings within any pay period are not sufficient to cover dues, it shall be the responsibility of the Union to collect its dues for that pay period directly from the employee.
 - B. **UFF Responsibilities.** UFF assumes responsibility for all monies deducted under this Agreement and remitted to UFF. UFF shall promptly refund to the College excess monies received under this Agreement.