

**AMENDMENT ONE TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN
FLORIDA STATE COLLEGE AT JACKSONVILLE
AND
UNITED FACULTY OF FLORIDA - FLORIDA STATE COLLEGE AT
JACKSONVILLE**

This Amendment One to the Collective Bargaining Agreement ("Amendment One") is between The District Board of Trustees of Florida State College at Jacksonville, a public body corporate of the State of Florida ("College" or "FSCJ") and United Faculty of Florida - Florida State College at Jacksonville ("UFF-FSCJ").

WHEREAS, FSCJ and UFF-FSCJ are parties to a collective bargaining agreement ("CBA") with an effective date of August 16, 2016; and

WHEREAS both FSCJ Administration and UFF-FSCJ recognize the unique difficulties resulting from the COVID-19 pandemic; and

WHEREAS, the parties are committed to working collegially in attempting to address issues arising out of the COVID-19 pandemic.

NOW THEREFORE, the parties agree as follows:

1. Changes to Office Hours

- a. Faculty will continue to be responsible for scheduling the number of office hours per the CBA.
- b. Faculty whose teaching responsibilities are fully remote because of COVID-19 are strongly encouraged to schedule all of their office hours online. Only one (1) of these weekly office hours must be offered synchronously.
- c. Faculty whose teaching responsibilities include onsite instruction during the term of this Amendment One are also strongly encouraged to schedule all of their office hours online. Faculty should be prepared to meet with a student onsite/on-campus if a meeting is necessary to meet the student's need in mastering hands-on course material. One (1) weekly scheduled office hour must be offered synchronously online or onsite.

- d. Although regular onsite office hours are strongly discouraged, faculty who prefer to have some of their office hours on site (either regularly or on an ad hoc basis) will be supported in their preference, subject to the College's status in the Return to Campus plan. Arrangements for onsite office hours shall be made through consultation with the supervising administrator who can coordinate with other College departments (security, facilities).

2. Compensation for Extra Contact Hours Due to COVID-19

- a. Effective with courses taught in the Summer 2020 term, for each contact hour of instructional and/or assessment activity added to a faculty member's hourly week beyond those prescribed by the current curriculum outlines (August 2020) the affected faculty will receive \$46 per added hour of instruction regardless of course modality. Calculations for the added time will be rounded up to the whole hour at 1.0 clock hour equaling 1.0 workload unit ("WLU"), regardless of instruction type (lab, lecture, combined, etc.).

Situations in which additional compensation per added contact hour applies:

1. Additional contact hours within a term to meet social distancing guidelines. Faculty will receive compensation for each added hour of contact beyond those normally occurring for a given course per week as prescribed in the current curriculum outline (August 2020) regardless of course modality. In these cases, affected faculty and the appropriate supervising administrator will make a collaborative assessment of extra time required prior to the faculty member teaching additional contact hours.
11. Extension of the course past the term's course completion date. Faculty will receive compensation for each added hour of contact beyond a course's formal end.
 - 1) In those situations where social distancing require additional contact hours (as in clause 2.a. above), but practical constraints may require additional contact hours are appended at the end of scheduled course term, the affected faculty member and the appropriate supervising administrator will make a collaborative assessment of extra time required prior to the faculty member teaching the additional contact hours.
 - 2) In those situations where a course schedule is suspended, due to COVID-related circumstances (e.g., an outbreak that affects a large portion of a

class or that makes a required teaching space unavailable for a period of time), and may require that additional contact hours are appended to the end of a scheduled term, the affected faculty member and the appropriate supervising administrator will make a collaborative assessment of extra time required prior to the faculty member teaching additional contact hours. The faculty member and appropriate supervising administrator will also have a consultative discussion about the professional activities the faculty member will pursue in lieu of the suspended course time.

111. Full-time faculty substituting for a faculty member who is working under the provisions of 2.a.ii.1) or 2.a.ii.2) above will be afforded the same extra contact hour rate as the originally assigned faculty member.
- 1v. Other applications as mutually agreed to between UFF-FSCJ union leadership and administration: Any such agreement shall be made prior to implementation or assignment.

3. Faculty Load

If a faculty member is at risk for not fulfilling his/her contract load for a given semester covered by this Amendment One due to low enrollment, the faculty member will be provided with flexible options to fulfill his/her contract obligations without requiring an extra term agreement or application of dynamic banking for the WLU associated with at least one (1) course per term. Options may include scheduling new courses within the faculty member's two (2) teaching terms (per the current CBA) and/or arranging release time for approved College projects/initiatives. Per the CBA, full-time faculty will be given preference over adjunct faculty for courses for contract load and overload. Per the CBA, overload will be granted once load is met. If a faculty member chooses to pursue a third term agreement, then that agreement will be paid per the CBA terms regardless of what means were pursued to facilitate the faculty member reaching load status in the previous two (2) semester sequence. Note: any combination of two semesters applies, as is articulated in the current CBA.

4. Training

FSCJ Administration and UFF-FSCJ acknowledge that faculty are held to certain certification requirements to be approved to teach fully online and/or hybrid courses. Due to the COVID-19 pandemic and the necessary increased shift toward online and hybrid course delivery, faculty will be permitted to provide instruction in online and hybrid formats without the application of the requirements specified in the CBA (Article 26-A, pp. 49-50). Furthermore, no new requirement(s) which may adversely affect and/or delay a faculty member's approval to teach

online or hybrid course formats will be enforced. UFF-FSCJ and FSCJ support faculty in seeking professional development and the College will continue to offer hybrid and online certification curricula. However, while the College will continue to provide trainings to support the quality of online instruction, for the term of this agreement, faculty will not be required to pursue any of the certification curricula to be considered eligible to teach online or hybrid courses.

5. COVID-19 Testing

In the event the College provides any form of COVID-19 testing, said testing will be made available to full time faculty. In the event testing must be rationed or prioritized such that not all College employees have access to testing, full time faculty with onsite courses currently in progress or on a registration schedule for a future session will be provided priority in accessing testing. All faculty test results shall remain confidential.

6. High Risk

If a physician, nurse practitioner, or physician assistant holding an active license to practice in his/her respective area of practice makes a diagnosis a faculty member meets the CDC's current criteria for increased or potential increased risk for severe COVID-19, the faculty member may be fully released from onsite work activities. In such event, the faculty member should submit the [Medical Verification Form](#) (on FSCJ HR website) to Human Resources. In compliance with The Health Insurance Portability and Accountability Act of 1996 (HIPAA), the form does not require the faculty member disclose the specific medical diagnosis that puts him/her at increased or potential increased risk for severe COVID-19 disease. Faculty approved to work off site may be asked to have his/her risk status reevaluated if the CDC guidelines for increased and/or potential increased risk change. If the faculty member's diagnosis, then the faculty member shall contact HR to update such change in diagnosis.

7. Length of Agreement

The period of application of this Amendment One is effective for the 2020/21 academic year (Fall 2020, Spring 2021, and Summer 2021). Any future extension must be agreed to by both parties and ratified as per PERC requirements.

This Amendment One does not modify alter or amend the parties' CBA except as otherwise expressly provided herein.

Florida State College at Jacksonville

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A handwritten signature in black ink, appearing to read "John ...", positioned above a horizontal line.

College President

United Faculty of Florida -
Florida State College at Jacksonville

Jason M. Gibson

Jason M. Gibson (Feb 23, 2021 12:14 EST)

President

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Vice President









Amendment One to the CBA

Final Audit Report

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