

**COLLECTIVE BARGAINING
AGREEMENT**

between

**THE BOARD OF TRUSTEES OF
BROWARD COMMUNITY COLLEGE**

and

**THE UNITED FACULTY OF FLORIDA
BROWARD COMMUNITY COLLEGE CHAPTER**

2002 - 2003

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Recognition

ARTICLE 1

1.00 Recognition

The District Board of Trustees of Broward Community College, hereinafter referred to as the Board, recognizes the United Faculty of Florida, Broward Community College Chapter, hereinafter referred to as UFF/BCC or the Union, as the exclusive collective bargaining representative for those Faculty members certified by the Public Employees Relations Commission in Case No. RC-81-009 and Certification No. 539 dated May 22, 1981, who are employed by Broward Community College with respect to wages, supplements, hours, and other terms and conditions of employment.

Faculty Rights

ARTICLE 2

2.00 Faculty Rights

2.10 Prevailing Rights

During the term of this Agreement, all rights, privileges, and fringe benefits not specifically addressed in this Agreement, but previously enjoyed by Faculty members, and which rights, privileges, and benefits contained in the Procedures and Guidelines Manuals and the Faculty/Staff Handbook as related to and limited to Faculty members, will remain in effect unless amended by mutual agreement.

2.20 Non-Discrimination

Broward Community College as an institution of higher learning is dedicated to the inculcation of the highest ideals of citizenship in a free society. The College seeks to set a proper example by complying fully with all relevant laws enacted at every level of government. Consistent with the American ideal of equality of citizens and the dignity and worth of each person, the College hereby states that equal employment opportunity and advancement are guaranteed consonant with appropriate laws without regard to race, religion, color, national origin, sex, creed, age, handicap, and/or marital status. All members of the Faculty are expected to assist in making this policy a practical reality.

The Board and the Union agree that all provisions of this Agreement shall be applied to all employees covered by this Agreement and that the Board and the Union affirm their joint opposition to any discriminative practices in connection with employment, promotion, and/or training, remembering that the public interest requires the full utilization of employee skills and ability without regard to race, color, creed, national origin, sex, religion, age, handicap, and/or marital status.

All employees of Broward Community College covered by this Agreement shall have the right to join or to refrain from joining the Union, to engage in lawful concerted activities for the purposes of collective bargaining or other mutual aid and protection, to express or communicate to management any view, grievance, complaint, or opinion, related to the condition of compensation of public employees or their betterment as provided for in this Agreement, all free from restraint, coercion, discrimination, or reprisal.

2.30 Appointment and Tenure

All initial full-time Faculty appointments shall be in a form approved by the State Commissioner of Education, and shall specify in writing the appointment date, the expiration date, the salary, and whether the appointment is tenure or non-tenure track.

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2.31 Temporary Appointments

Full-time Faculty appointments may be made with service not counted toward tenure. Such non-tenure appointments shall be limited to:

- A. Replacement of Faculty on leave;
- B. Appointment pending initiation or completion of the search/screening process.

Non-tenure track appointments shall expire automatically at the completion of the appointment.

2.32 Tenure Track Appointments

All full-time tenure track Faculty members shall serve a probationary period of three consecutive years. The probationary period may be extended for one year. Written notice of the extension shall be given no later than the start of the third year of appointment.

During the probationary period, the Faculty member shall be on annual contract, on a year-to-year basis. Such annual contract shall not create the expectancy of employment beyond the term of the contract nor shall non-renewal of the annual contract entitle the Faculty member to a hearing or the reasons for non-renewal.

An appointment to the Faculty may be terminated during the probationary period by written notice of the administration not to reappoint or by written notice of the Faculty member not to return. Written notice to terminate the Faculty member's contract during the probationary period shall be given by the College administration as follows:

1. No later than April 1 of the first academic year of employment,
2. No later than January 15 of the second academic year,
3. No later than the start of the third year of appointment, or
4. No later than the start of the fourth year of appointment, if the probationary period has been extended.

Tenure is granted by the Board upon the recommendation of the President. A written contract shall grant tenure effective at the beginning of the following academic year.

Faculty tenure shall continue until death, resignation, retirement because of age or disability, termination for just cause, or invocation of Article 2.5 of the Faculty contract. Tenure is restored upon recall as provided by Article 2.5.

If the Faculty member moves to a position that does not have Faculty status, the Faculty member may request administrative leave from the tenured position.

2.33 Termination of a Faculty Member's Contract

A full-time Faculty member's contract may be terminated or suspended for just cause by the Board upon recommendation of the President of the College provided that the procedures described herein are followed.

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When charges arise that may lead to the termination of a Faculty member's contract, the appropriate Administrators should ordinarily meet with the Faculty member to discuss the issues. The Faculty member shall be given five working days advance notice of the meeting. The notice shall include the exact time and location of the conference, the topic(s), and the right of the Faculty member to have a representative at the meeting. If the matter is not resolved at this point, the appropriate administrative official(s) may make a recommendation for further action to the College President.

2.331 Commencement of Formal Proceedings

In order to initiate formal proceeding under this section, the College President, or his/her designee, shall deliver (by hand delivery or certified mail) a statement of the grounds for the proposed action to the Faculty member and to the Board. Such statement of the charges shall also inform the Faculty member of his/her right to request a hearing before the Board or before an independent Hearing Officer.

2.332 Suspension During Proceedings

When the above-described charges are made against a Faculty member, the Board may suspend the Faculty member pending a speedy, informal hearing before the Board, if the Faculty member requests such a hearing. The Board, at such an informal hearing, shall determine whether the employee shall be suspended and, in cases of suspension, shall determine whether the suspension shall be with or without pay. If the charges are not sustained upon final hearing, the Faculty member shall be immediately reinstated and withheld salary, if any, shall be paid.

2.333 Response to Charges

Within fifteen working days from the receipt of the statement of charges, the Faculty member shall deliver (by hand delivery or certified mail) to the President of the College and the Board a reply to each charge. The Faculty member shall also indicate whether he/she is requesting a hearing before the Board or before a Hearing Officer.

2.334 Consideration by the District Board of Trustees

If no hearing is requested, the Board shall consider the statement of charges, the response (if any), and the evidence adduced at the informal hearing (if any), and any additional evidence the Faculty member may wish to present, in determining whether to sustain the charges. The Board shall permit the parties to submit briefs prior to the final decision. The Board's final decision shall be in writing and shall address all the charges brought against the Faculty member. Any decision adverse to the Faculty member shall be made by a majority of the full membership of the Board. A copy of the Board's final decision shall be delivered (by hand delivery or certified mail) to each party and to each party's representative.

2.335 The Hearing Officer

If the Faculty member requests a hearing before a Hearing Officer, the selection of the Hearing Officer shall be made by the following process:

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1. The Hearing Officer may be a person mutually selected by the College and the Faculty member.
2. If the parties cannot agree on the selection of a Hearing Officer, it is agreed that the Federal Mediation and Conciliation Service shall be contacted to provide a panel of prospective Hearing Officers.
3. Either party may reject the first panel submitted by the Federal Mediation and Conciliation Service and request a second panel.
4. The Hearing Officer shall be selected from the panel by alternate striking.

If the Faculty member requests a hearing before a Hearing Officer, the parties shall be given at least fifteen working days notice of the hearing date. The parties may be represented by counsel at the hearing, but such representation is not required. At the hearing, the parties shall have the opportunity to present witnesses and documentary evidence, and to cross-examine witnesses. The parties may make an opening statement. The Florida Rules of Evidence shall be used as a guide in determining the admissibility of evidence, but shall not be strictly applied in proceedings under this section. The evidentiary hearing shall be recorded by a court reporter or recording device as agreed by both parties. At the conclusion of the hearing, either party may waive the making of a closing statement and may instead file a post-hearing brief. The Hearing Officer shall determine the time period within which any brief shall be served. However, any party submitting a brief shall have at least ten working days within which to mail his/her brief.

The Hearing Officer's recommendation shall be in writing and shall address all the charges set forth in the statement of charges. A copy of the Hearing Officer's recommendations shall be delivered (by hand delivery or certified mail) to each party and to each party's representative.

The Board shall review the charges, the evidence, and the recommendation of the Hearing Officer. The Board shall hold a public meeting to have such a review and shall provide the Faculty member with the opportunity to be heard at that meeting prior to making a final decision. The Board's final decision shall be by majority vote of the full membership of the Board, shall be in writing, and shall address all of the charges brought against the Faculty member. A copy of the Board's final decision shall be delivered (by hand delivery or certified mail) to each party and to each party's representative.

2.336 Hearing before the Board of Trustees

If the Faculty member requests a hearing before the Board, the parties shall be given at least fifteen working days notice of the hearing date. The parties may be represented by counsel at the hearing, but such representation is not required. At the hearing, the parties shall have an opportunity to present witnesses and documentary evidence, and to cross-examine witnesses. The parties may make an opening statement. The Florida Rules of Evidence shall be used as a guide in determining the admissibility of evidence, but shall not be strictly applied in proceedings under this section. The evidentiary hearing shall be recorded by a court reporter or recording

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device as determined by agreement of both parties. At the conclusion of the hearing, either party may waive the making of a closing statement and may instead file a post-hearing brief. The Hearing Officer shall determine the time period within which any brief shall be served. However, any party submitting a brief shall have at least ten working days within which to mail his/her brief.

The Board's final decision shall be by majority vote of the full membership of the Board, shall be in writing, and shall address all of the charges brought against the Faculty member. A copy of the Board's final decision shall be delivered (by hand delivery or certified mail) to each party and to each party's representative.

The final decision by the Board shall not be subject to the grievance and arbitration procedures (Article 2.40 of the Faculty Contract).

2.40 Grievance Procedure

The Board and the Union agree that prompt and just settlement of grievances is of mutual concern and interest. Therefore, the parties shall attempt to settle all grievances promptly and fairly at the point of origin.

Section 1

Any claim by a Faculty Member, group of Faculty, or the Union at the request of a group of Faculty Members, that there has been a violation, misinterpretation, or misapplication of any division of this Agreement, may be processed as a grievance as provided hereinafter. Nothing in this article shall be construed to prevent Faculty Members from presenting, at any time, their own grievance in person or by legal counsel to the College and having such grievance adjusted without the participation of the Union. However, an adjustment must be consistent with the terms of this Agreement, and the Union must be given a reasonable opportunity to be present at any meeting called for the resolution of any grievance. Duty days shall be defined as duty days on the Faculty Member's calendar.

Section 2

In the event that a Faculty Member believes that there is a basis for a grievance, the Faculty Member shall first discuss promptly the alleged grievance with the immediate supervisor either personally or, if the Faculty Member prefers, accompanied by a Union representative, within 25 of the Faculty Member's duty days from the date on which the Faculty Member could reasonably have known of the occurrence of the event giving rise to the alleged grievance. It is agreed that when the grievant is satisfied with the College's response, processing of the grievance will automatically terminate.

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Step 1

If, after the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may, at the option of the grievant, be invoked through the Union. Within 5 duty days of the informal discussion, the Faculty Member shall submit the form set forth in Appendix A, signed by the grievant and a representative of the Union, which form shall be available from the College's Human Resources Department and from the Union. Within 5 duty days of receipt of the grievance, the immediate supervisor and the appropriate Dean shall meet with the grievant and the Union representative in an attempt to resolve the grievance. The Dean will indicate the disposition of the grievance in writing within 5 duty days after such meeting, and shall furnish a copy thereof to the Union.

Step 2

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the campus Provost or the appropriate Vice President within 5 duty days of the disposition of the grievance at Step 1. Within 5 duty days the Provost, Vice President or designee shall meet with the grievant and the Union representative and shall indicate the disposition of the grievance in writing within 5 duty days of the meeting.

Step 3

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the President or designee, within 5 duty days of the disposition of the grievance at Step 2. Within 5 duty days, the President or designee shall meet with the grievant and the Union representative and shall indicate the disposition of the grievance in writing within 5 duty days of the meeting.

Section 3

If the grievant is not satisfied with the disposition of the grievance by the President or designee, or if no disposition has been made within the specified time limit, the grievance may be submitted by the Union (with the consent of the grievant) to arbitration before an impartial arbitrator within 50 duty days of the disposition at Step 3 or expiration of the time limit. An extension of the time limit will be granted upon mutual agreement. The arbitrator shall be selected from the Federal Mediation and Conciliation Service in accordance with its rules, which shall also govern the arbitration proceedings. The parties agree the award of the arbitrator shall be final and binding.

The College and the Union shall share equally the expense of the arbitrator. Each party shall be responsible for any additional expenses it chooses to incur. Adjustments of any grievance shall be consistent with the provisions of this Agreement. The arbitrator shall be prohibited from modifying, changing, adding to, or subtracting from the terms of this Agreement or any supplementary written, approved amendment entered into mutually by the parties. Any case appealed to the arbitrator upon which the arbitrator has no power to rule shall be referred back to the parties without decision.

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Section 4

1. The time limits in this article may be modified by written agreement of the parties. The time limits in this article shall be strictly observed by all parties and the number of days written at each level will be considered a maximum - every effort will be made by the parties to expedite the process.
2. The Union shall have the right to initiate class grievances at Step 2.
3. Nothing in this article shall require the Union to process grievances for Faculty Members who are not members of the Union after written waiver by the Union to the grievant and the College. If the Union waives its rights to process a grievance to arbitration, the Faculty Member may carry the case forward but will be required to pay one-half of the arbitration cost.
4. The parties agree that a settlement of any grievance by the parties prior to the rendering of a decision by an arbitrator shall not constitute an admission that the Contract has been violated, nor shall such settlement constitute a precedent for the interpretation or application of the provisions of the Agreement.
5. No reprisal of any kind will be made by the Board against any grievant, any witness, any Union representative or any other participant in the grievance procedure by reason of such participation.
6. During all stages of the grievance procedure, the parties have the right of discovery to all information and arguments that have a bearing on the grievance.
7. The supervisor and grievant may mutually waive the hearing at any step – in which case the responsible official shall process the grievance as provided for at that step.

2.50 Reduction in Force

In the event the Board determines that the number of bargaining unit employees must be reduced for any reason, such reduction in bargaining unit members shall be based on objective, reasonable, and non-discriminatory standards which shall not be arbitrary nor capricious nor deprive employees of other rights conferred by this Agreement or the laws of Florida and the United States. If a reduction in the number of bargaining unit members is determined to be necessary, the following procedure shall be controlling:

A. Reduction:

1. Faculty members affected by a reduction in force will be determined by the academic needs of the program. The determination of which Faculty members will be affected will be based on an analysis of the qualifications of the Faculty members to teach the remaining courses, the accreditation standards of the appropriate agencies and

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annual contract status. All of the above being equal, length of service shall be the determining factor.

2. A Faculty member affected by layoff will be notified, if practicable, by April 30 for a reduction to become effective in Semester I; by October 1 for a reduction to become effective in Semester II; and by February 1 for a reduction to become effective in Summer Sessions. In the event this notice is not practicable, the affected Faculty member will be given at least 60 calendar days notice prior to the semester in which the reduction occurs. The Faculty member will receive 3 months of College employee insurance coverage and 10% of the Faculty member's base salary. Affected Faculty members shall have the right to participate in College insurance programs for an additional eighteen (18) months at no cost to the College.

B. Recall:

1. Faculty members affected by a reduction in force will be placed on a recall employment list for two years following the reduction in force, with the last member laid off being the first to be recalled.
2. All benefits to which a Faculty member was entitled at the time of layoff shall be restored in full upon reemployment within the recall period.
3. The College shall notify the recalled employee by certified mail to the last known address of the employee. The burden is on the employee to notify the Human Resources Department of any change in address. In the absence of written notice from the employee, within 15 days of receipt of the recall, of an intent to return to work at the beginning of the next semester, the College shall recall the next name on the recall list. Failure of the Faculty member to respond or to return as agreed shall constitute voluntary termination.

2.60 Personnel Files

There shall be one official personnel file for each Faculty member. The official file shall be maintained in the College's Human Resources Department.

No derogatory materials relating to a Faculty member's conduct, service, character, or personality shall be placed in the personnel file except for materials pertaining to work performance or such other matters that may be just cause for discipline, suspension or dismissal under the laws of Florida. No anonymous letter or anonymous materials shall be placed in the personnel file.

Materials relating to work performance, discipline, suspension or dismissal must be acknowledged by the Faculty member, reduced to writing, signed and dated by an appropriate College supervisor. No such materials (with the exclusion of annual evaluations) shall be placed in the personnel file unless they have been reduced to writing within 45 calendar days of the College Administration becoming aware of the facts reflected in the materials. If the Faculty member refuses to acknowledge such materials, the appropriate College Administrator must

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state that fact on the materials. The Faculty member's signature on a copy of the materials to be filed shall be proof that such materials were given to the Faculty member, with the understanding that such signature merely signifies receipt, and does not necessarily indicate agreement with the contents. No material older than 3 years will be valid for use in any discipline, suspension, or dismissal action.

Upon request, Faculty members shall be permitted to examine the contents of their personnel file. Faculty members have the right to answer any material in their personnel file and the answers shall be attached to the file copy. The Human Resources Department shall provide, upon written request by the Faculty member, one set or portion thereof, of the Faculty member's personnel file per year at no cost to the Faculty member.

2.70 Proprietary Rights

The College and UFF/BCC believe that the public interest is best served by promoting an intellectual environment whereby creative effort and innovation can be encouraged and rewarded, while still retaining for the College and its learning communities reasonable access to, and use of, the intellectual property for whose creation the College has provided assistance. The College supports the development, production, and dissemination of intellectual property by its Faculty.

Faculty members who create intellectual property own the intellectual property. Intellectual property created, made, or originated by Faculty members shall be the sole and exclusive property of those Faculty. Intellectual property shall include, but not be limited to instructional, informational, technological and creative materials whether delivered in a traditional or nontraditional manner.

2.80 Professional Titles

A. Bases for Qualification for Titles:

Promotion is based on many factors. Among these are excellence in teaching, in scholarship and creative works, in service to the College, its students, and the community. Professional activities in related fields as well as academic degrees and years of satisfactory service are also criteria to be considered in determining promotions. Excellence in teaching is defined to include but not limited to the following: continued improvements of methods and procedures of instructional presentation, adherence to academic rules and regulations, command of subject, and currency in the field.

Excellence in scholarship and creative works is defined to include but not limited to the following: publication of research articles in scholarly and professional journals, professional licensure, publication of textbooks and reviews. In certain fields such as art, music, or literature, creativity will be evidenced by such activities as exhibits, performances, or publications.

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Service to the College is defined to include but not limited to the following: active participation in departmental and collegewide development, implementation, and evaluation of course offerings and curricula for the purpose of maintaining their quality, relevance and viability; active participation on campus and College committees; development of new instructional techniques and/or delivery systems.

Service to students is defined to include but not limited to the following: availability to students for consultation and advisement, participation in student activities, sponsorship of student clubs and organizations, and a demonstrated commitment to the welfare of the student.

Service to the community and professional activities are defined to include but not limited to the following: membership and participation in community and professional organizations, service as an officer in a local, state, or national organization; service within the local business and industry community to enhance the College's service; participation with local schools for the purpose of academic articulation and the enhancement of enrollment efforts.

B. Criteria for Special Cases:

Individuals with distinguished records in their areas of expertise who may not qualify under the preceding minimum criteria but whose competency is well known and recognized may be placed by the Board in any of the preceding levels upon recommendation by the President to the Board with supporting documentation.

A Faculty member must initially fulfill the minimum qualifications of education and experience set forth in Section B and satisfactory performance as indicated by annual evaluation. Upon attainment of these minimum qualifications a Faculty member who receives satisfactory evaluations in four of the five criteria in Section A will be recommended for promotion.

Upon employment a Faculty member will be placed at the appropriate level. A Faculty member must complete 5 years at one level before becoming eligible for promotion to the next level. Faculty members on annual contract are not eligible for promotion until they are awarded a continuing contract.

Faculty members, who are employed prior to the 1987-88 academic year, may, after 1 year at the initial level but no later than 3 years after the initial placement, apply for promotion to the next level on a one-time basis. Application for promotion after this will only be considered after 5 years. There is no monetary increase upon attaining promotion.

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C. Minimum criteria for each level of the system shall be as follows:

TITLE	EDUCATION *	EXPERIENCE **
Instructor	Bachelor's degree or equivalent.	0 - 5 years of full-time college teaching experience
Assistant Professor	Master's degree with 18 graduate semester hours in discipline or Equivalent.	0 - 5 years of full-time college teaching experience
Associate Professor	Master's degree with 18 graduate Semester hours in discipline plus eligibility for the 12 hour credential change award or a terminal Master's degree or equivalent.	6 - 10 years of full-time college teaching experience, at least 5 years of which must be at BCC and continuing contract
Professor	Master's degree with 18 graduate semester hours in discipline plus eligibility for the 36 hour credential change award or terminal Master's degree plus eligibility for the 12 hour credential change award or Equivalent.	11 - 15 years of full-time college teaching experience, at least 10 of which must be at BCC and continuing contract.
Senior Professor	Doctoral degree with at least 30 graduate semester hours in discipline or Master's degree with 18 graduate semester hours in discipline plus eligibility for the 48 hour credential change award or terminal Master's degree plus eligibility for the 24 hour credential change award or equivalent.	16+ years of full-time college teaching experience at least 10 of which must be at BCC and continuing contract.

* Technical Faculty who do not have graduate programs available will be evaluated on an individual basis in the placement or promotion to the appropriate level. Professional licensure and appropriate professional registries are among the criteria to be considered.

** In technical areas occupational experience may be counted in lieu of teaching experience.

D. Application Process:

Applications for promotion must be initiated by the Faculty member and must contain a statement explaining, in detail, the accomplishments attained in relation to both Sections A and B. Applications must be submitted to the Department Head who will make a recommendation to the Academic Dean. The Academic Dean will make a recommendation to the Campus Provost who, in turn, will make a recommendation to the President. The President, consistent with the legal authority vested in that position, will make the final recommendation for promotion to the Board. The Board retains the ultimate responsibility for approving promotion.

2.90 Faculty Role in College Decision Making

The College and the UFF/BCC acknowledge each other's legal prerogatives and that the Faculty and administration shall carry out their duties in a professional, ethical and collegial

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manner that enhances the purpose of the institution and encourages active Faculty participation at College, Campus and Department levels.

2.91 Collegewide Governance

A. Communication:

Information about College meetings, including agendas and minutes when available, should be widely disseminated in a timely fashion. Such meetings shall include those of the Board of Trustees, College and Campus standing and ad hoc committees, and other duly constituted bodies involved in Faculty and College affairs. Routine Administrative Staff meetings are not covered by this article. The Administration shall undertake to keep Faculty informed of items discussed and decisions taken in areas relevant to the Faculty.

B. Faculty Access to Board of Trustees:

1. Faculty right to address items on Board agenda

The President of the UFF/BCC Chapter, the representatives of any duly constituted Faculty body, or any Faculty member may request to address the Board on any item of the Board Agenda. The request shall be made to the President of the College within one day of delivery of the Board packet to the UFF/BCC Chapter President.

2. Availability of Board agenda, minutes, and packets

The agenda for forthcoming Board meetings and minutes of the previous ones shall be disseminated widely at each campus in a timely manner and be of sufficient detail that Faculty members can reasonably determine if they have a substantial interest in any item. At least one Board meeting packet, including agenda, minutes of previous meeting, and related literature, should be made available to Faculty in the Provost's office on each campus and one complete packet delivered to the UFF/BCC Chapter President at least three days before the Board meeting, or as soon as it is available.

C. Meetings of College and UFF/BCC Presidents:

As a continuation of amicable and responsible cooperation at the College, the President of the College and the President of the UFF/BCC shall meet as regularly as needed throughout the academic year.

In addition, the President of the College and the President of the UFF/BCC shall meet at least once each year to consult and coordinate common objectives prior to the State legislative session, and at least once at the close of the annual legislative session they shall review the specific allocations that relate to any area of instructional spending and the pertinent wording related to those allocations, and to any legislative decisions that may affect this contract and Faculty work conditions.

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D. Faculty Representation at Administrative Meetings:

Where practicable and desirable, the College should invite Faculty members to attend special purpose or ad hoc Administration meetings at College level. As in the case of the President's Ad Hoc Budget Staff Meetings in 1994/95, this may be on a regular basis and should include Faculty from each main campus. The roles of such Faculty at these meetings shall normally be limited to observing, clarifying, advising, and providing a Faculty perspective. The Faculty roles after the meeting shall include communicating accurate information and responsible impressions to the Faculty at large and relaying Faculty responses back to the respective Administrative group.

2.92 Campus Governance

A. Campus Committees:

Each Campus should establish a structure of Campus advisory and consultative committees of Administrators, Faculty, Staff and, when appropriate, students, that will initiate, draft, refine, review, and make recommendations on matters of concern to the Campus. Each committee should have a designated senior Campus Administrator to charge that committee with tasks, and to whom it presents its recommendations and reports. The Administrator shall meet with the relevant committee to review committee recommendations and discuss acceptance or rejection of those recommendations.

B. Campuswide Faculty Meetings:

At least once each major semester, there shall be a Campuswide Faculty meeting at each Campus with the Provost, Dean of Academic Affairs, and other Administrators. The purpose of this meeting shall be to share information and concerns. On the agenda should be items such as the setting and meeting of goals, discussion of decisions and issues that are of current interest to the College, Campus, and/or Faculty.

C. Major Campus Decisions:

Wherever possible, Campus decisions shall be the result of dialogues between the relevant Administrators, departments, and affected Faculty and Staff.

2.93 Department Governance

The full-time Faculty of each department at the College shall meet together in an open meeting with their Department Head at least once each major academic semester to discuss and review the following:

1. The priorities for allocation within the departmental budget;
2. Faculty schedules and the assignment of released time, including the method by which Open College classes, weekend and evening classes, off-campus assignments, and other classes with special scheduling needs are assigned;
3. Course offerings and the schedule of those offerings;
4. The allocation and equitable availability of departmental supplies and secretarial services;

Faculty Rights

5. Requests for additional full-time Faculty positions; wherever possible, major departmental decisions shall be reviewed and discussed with Faculty within that department.

Full-time Faculty shall have the annual opportunity to evaluate their department head/supervisor and the appropriate campus dean. The signature of the Faculty member on this form is optional. The purpose of these evaluations is to provide input to the supervisor of the person being evaluated.

Union Rights

ARTICLE 3

3.00 Union Rights

3.10 Freedom of Expression

Nothing in this Agreement shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare of its members.

3.20 Reassigned Time for Union Activities

It is understood and agreed that all functions of the Union shall be performed by Union members on the employee's own time and not the College working time. Any exception to this shall be arranged with and approved by the employee's immediate supervisor.

The President of the UFF/BCC shall receive the equivalent of three 3-credit hour course of reassigned time or extra pay each academic year.

3.30 Access to Facilities

The UFF/BCC and its representatives shall have the right to use College facilities for monthly Executive Council meetings and one general membership meeting per semester upon advance request and when available.

3.31 Access to Bulletin Boards

The College agrees to provide the Union with existing bulletin board space in those campus areas where notices to Faculty are normally posted by the College. Notices or documents to be posted by the Union must be related to official Union business and initiated by an officer in the Union.

3.32 Access to College Mail Services

The Union shall have the right to use the College mail and e-mail service, including Faculty mail boxes, for UFF/BCC communications to employees, provided documents to be transmitted are not prohibited by the Private Express Statutes, and with the further understanding that the College normal mail and e-mail services operation will first be performed in cases where an overload occurs as a result of said UFF/BCC mail use requests.

3.33 Access to Duplicating

The UFF/BCC agrees to pay, at the standard rate charged to other cost centers, for any duplication of material on College equipment. It is understood by the parties that the needs of the College will have priority in the use of duplicating equipment.

Union Rights

3.40 Dues Deduction

Any employee covered hereunder, who has submitted a properly executed written dues authorization card or statement to the College President and/or designee, may have initiation fees and membership dues in the Union deducted from wages. Dues shall be deducted each pay period of each month and shall thereafter be transmitted to the Union. However, the College shall have no responsibility or any liability for any monies once sent to the Union, nor shall the College have any responsibility or any liability for the improper deduction of dues. Further, the Union shall hold the College harmless for non-intentional errors in the administration of the dues deduction system, although the College shall exercise reasonable care in said transactions. It shall be the responsibility of the Union to notify the College of any change in the amount of dues to be deducted at least sixty 60 days in advance of such deductions. Under no circumstances shall the College be required to deduct employee's organizational fines, penalties or assessments from the wages of any member.

The Board's responsibility for deducting dues and uniform assessments from an employee's salary shall terminate automatically after either: (1) 30 days written notice from the employee to the Board and to the Union revoking the employee's prior check off authorization, pursuant to Florida Statute Chapter 447.303 or (2) cessation of the authorizing employee's employment or (3) the transfer or promotion of the authorizing employee out of the bargaining unit.

3.50 Access to Information

The College agrees to make available to Union officers and/or its members, information and/or records of the College, if requested and permitted pursuant to the provisions of Florida Statutes, Chapter 119.

3.51 Membership Roster

The Board will provide the Union with a list of all members of the bargaining unit, their home address, the campus and department for each individual. The list will be provided to the Union at the start of Semester I, Semester II.

3.52 Board Packets

Per Section B, Paragraph 2 of Article 2.91, the College agrees to supply the Union President with a copy of the Board Packet as furnished to other recipients of the Board Packet.

3.53 Policy Manuals

One set of Board Policies and Procedures manuals shall be provided to the Union President.

Union Rights

3.60 Policy Changes

If the Board adopts any change in College policy which affects the wages, hours, or conditions of employment of the Faculty, such changes will be bargained at the request of the Union prior to implementation.

Management Rights

ARTICLE 4

4.00 Management Rights

4.10 Board Rights

It is the right of the Board to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the Board to direct its employees, take disciplinary action for proper cause and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude Faculty members or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of the collective bargaining agreement.

4.20 Strikes

The Union agrees not to participate in, nor endorse strikes, picketing, stoppages or concerted failure or refusal to perform assigned work by the Faculty members covered by this Agreement, while this Agreement is in effect.

Any Faculty member who participates in or endorses a strike, a work stoppage, picketing, or concerted failure or refusal to perform assigned work may 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.

It is understood and agreed that, in the event of any violation of this Article, the College shall be entitled to seek and obtain ex parte immediate injunctive relief, provided within 24 hours after receiving written notification from the College that a strike or picketing is in progress on the part of individuals or any group of individuals covered by this Agreement, the Union shall state to the College, in writing, whether or not it has sanctioned such action. Its prompt disavowal of responsibility, in writing, shall relieve the Union of legal responsibility to the College therefore.

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 to continue work. Informational picketing, which does not have the effect of preventing or restraining any other employee from continuing to work, is permitted under this Article.

Faculty Compensation

ARTICLE 5

5.00 Faculty Compensation

5.10 Salary Compensation

- A. Minimum salaries for each rank shall be paid according to the salary schedule-below. Faculty salaries shall be adjusted for those Faculty who move to a new column and are entitled to an increase based on their years of experience.

**FACULTY SALARY SCHEDULE
2002-2003
YEARS OF EXPERIENCE**

Rank	0	1	4	7	10	15	20	25	30
3.00	\$29,802	\$30,784	\$33,732	\$36,679	\$39,627	\$44,539	\$49,451	\$54,364	\$59,276
3.12	\$30,784	\$31,767	\$34,714	\$37,662	\$40,609	\$45,522	\$50,434	\$55,346	\$60,259
3.18	\$31,767	\$32,749	\$35,697	\$38,644	\$41,592	\$46,504	\$51,416	\$56,329	\$61,241
2.00	\$32,749	\$33,732	\$36,679	\$39,627	\$42,574	\$47,486	\$52,399	\$57,311	\$62,224
2.12	\$33,732	\$34,714	\$37,662	\$40,609	\$43,557	\$48,469	\$53,381	\$58,294	\$63,206
2.24	\$34,714	\$35,697	\$38,644	\$41,592	\$44,539	\$49,451	\$54,364	\$59,276	\$64,189
2.36	\$35,697	\$36,679	\$39,627	\$42,574	\$45,522	\$50,434	\$55,346	\$60,259	\$65,171
2.48	\$36,679	\$37,662	\$40,609	\$43,557	\$46,504	\$51,416	\$56,329	\$61,241	\$66,154
1.00	\$38,644	\$39,627	\$42,574	\$45,522	\$48,469	\$53,381	\$58,294	\$63,206	\$68,119

- ❖ Salaries shall be adjusted for Faculty on variable length contracts per Article 5.53.

- B. Years of experience shall include full-time employment at BCC as a Faculty member or an Administrator on an equal basis plus previous experience credited by the College Administration at the determination of starting salary. The number of years of outside experience credited shall not exceed 10.
- C. Faculty members hired prior to or during the 1980-81 academic year shall be credited with the experience that was credited and verified under the rules that were in effect at the time of their employment. Such credit will be presumed to be correct and shall not be subject to reevaluation.
- D. Faculty members hired subsequent to the 1980-81 academic year shall be credited with outside experience based on the following criteria:
1. Full-time teaching or educational administrative experience at any level will be credited on a one year for one-year basis.

Faculty Compensation

2. Full-time work experience in industry or government directly relevant to the Faculty member's discipline shall be credited on the basis of two years of work experience for one year of credit.
3. No credit shall be given for part-time teaching or part-time work experience.

E. Faculty Salaries

Effective for the 2002-2003 academic year:

1. All Faculty salaries will be increased by 2.46% on the 163-day contract.
2. The salary schedule will also be increased by 2.46%. The Schedule above reflects this increase.
3. All Faculty with adjusted salaries below the salary schedule step minimum will be raised to the new minimums.

F. Daily Rate of Pay

1. All Faculty salaries will be computed based on the 163-day calendar.
2. Faculty members on 194-day, 213-day and 225-day contracts will be adjusted on a daily rate of pay.

5.20 Initial Salary

- A. Faculty members presently holding or subsequently granted post Master's degrees such as the Ed.S. Degree would qualify for Rank II + 48 hours.
- B. Faculty members who presently hold or are subsequently granted a terminal Master of Fine Arts (MFA) degree shall qualify for Rank II + 36 provided the following conditions are met:
 1. The Faculty member has been awarded an M.F.A. degree from an accredited institution.
 2. The graduate program of study has required a minimum of two years of full-time study (or the equivalent) with a minimum of sixty credit hours (or equivalent) in the program.
 3. The Faculty member has been hired to teach in the discipline in which he/she holds the MFA degree.

Faculty Compensation

Faculty members whose M.F.A. degree has fewer than sixty credit hours shall upon completion of sixty credit hours (or equivalent) from an accredited institution be awarded Rank II + 36.

Faculty members who a) possess M.F.A. degrees which satisfy the aforementioned conditions, and b) have not fewer than 72 hours of graduate credit (including the hours of credit for which the M.F.A. degree was awarded) qualify for Rank I. Post degree credit hours earned to qualify for Rank I must be graduate level courses and in the M.F.A. discipline/teaching field.

5.21 Credential Change Awards

The Board and the Union recognize the value of continuing educational experience. In recognition of this, the credential change award program has been established to encourage Faculty members to continue their education.

Credential change compensation awards and changes in rank will become effective at the beginning of the major semester following the completion of the course work. Major semester is defined as Semester I, Semester II, or Summer Sessions, but not the mini-semesters contained within Semesters I, II, and Summer Sessions.

Credential change awards shall be in effect as long as a Faculty member maintains current certification.

The following provisions govern the credential change program:

- A. Only full-time tenure track Faculty members are eligible for credential change awards.
- B. To be eligible for credential change credit, the hours taken must meet at least one of the following criteria:
 1. Graduate semester hours in the assigned teaching field.
 2. Graduate semester hours in related fields, subject to prior approval at departmental and other levels through the Vice President for Academic Affairs.
 3. Graduate semester hours related to (educational) technology usage and/or graduate semester hours pertaining to teaching fundamentals which were not part of a Faculty member's prior degree coursework. These semester hours are included when computing the maximum number of semester hours of education courses (per paragraph D below).
 4. A currently held or earned professional license or certification directly related to, required for, or specifically recognized in a Faculty member's teaching area or held of expertise, shall be eligible for a credential change award based on the training/education hours required to obtain and maintain such license or certification. Faculty members requesting credential change under this section shall be allowed to apply any previously completed training/education required since 1990 to obtain and

Faculty Compensation

maintain their current license or certification. Faculty members who desire to pursue a new license or certification, must first obtain approval to apply the attending training/education to a credential change under this section. Training/education in subject area may not be applied if already used towards any other credential change award. Equivalent credits shall be computed based on 45 hours of relevant training equaling 3 credits towards the credential change award.

5. Subject to prior approval at the departmental and other levels through the Vice President for Academic Affairs, some undergraduate courses at the third or fourth year level may be counted if certified as being necessary to the completion of a specific teaching assignment as determined by the appropriate Dean of Academic Affairs in association with departmental Administrators. Any course work to be counted toward a credential change award must be approved by the Academic Dean and the Vice President for Academic Affairs. The maximum number of education hours does not apply in the technical areas.
- C. In the technical discipline areas, a work experience program will count for a Rank III + 18 award. This experience credit shall be set at a maximum of six hours to be earned in a twelve week planned work program which must receive prior approval of the respective Department Head, Dean of Academic Affairs, and the Vice President for Academic Affairs. Within each seven-year period from the date of qualifying for it, the Faculty member must engage in a planned work experience of not fewer than six weeks, which must receive prior approval as is the case for the initial award.
- D. Courses taken may be used to qualify for a credential change and also to renew certification. The hours must be certified by and all documentation filed in the Human Resource Office during the semester in which the award becomes effective. For each of these classification ranks, the maximum number of semester hours of education courses shall be as follows:

Rank II + 12 hours = 12 semester hours of education
Rank II + 24 hours = 18 semester hours of education
Rank II + 36 hours = 18 semester hours of education
Rank II + 48 hours = 18 semester hours of education

The maximum number of education hours does not apply in the technical areas.

The annual compensation increases will be as follows:

Rank III + 12 to Rank III + 18	=	\$ 491
Rank III + 18 to Rank II	=	\$1,473
Rank II + 48 to Rank I	=	\$1,964

All other credential changes are based on 12-hour increments (Rank III + 12, Rank II + 12, Rank II + 24, Rank II + 36, Rank II + 48) and will result in an increase in annual compensation of \$982 for each 12-hour increment.

Faculty Compensation

5.30 Extra-Pay Teaching Assignments

5.31 Lecture Courses

Full-time Faculty members who voluntarily agree to teach a 3 credit hour course in addition to their regular hours will be compensated as follows:

Rank	Amount
I	\$2,030
II + 48	\$1,847
II	\$1,677
III	\$1,501

Courses not having three credit hours will be paid on a pro-rated basis using the above salary as a guideline, except as noted in 5.32 below.

5.32 Clock Hour Pay

Faculty members in the following areas will be paid at a clock hour rate as follows:

Rank	Wellness, Labs, Studio Art, Applied Music, and Health Science Education Clinics
I	\$32.40
II + 48	\$29.65
II	\$26.25
III	\$21.85

5.33 Course Load Limit

During contractually obligated semesters (per Article 7.10), Faculty members may have either 1 extra-pay teaching assignment per semester (regardless of the number of credits) or a combination of classes not to exceed 4.5 adjusted credit hours per semester. In the Health Science Education area, a Faculty member may teach either 2 mini semester clinical courses or 1 full-semester course. Applied Music Faculty may teach six 1-hour/2-credit courses or twelve ½-hour/1-credit courses or a combination of the two, not to exceed 6 contact hours. The course load limits for non-contractual semester(s) are detailed in Article 7.25, paragraph B.

5.34 Extra-Pay Teaching Assignment Substitutes

Faculty who are unable to attend an extra-pay teaching assignment will be required to provide a qualified substitute approved by the Department Head or request the Department Head to obtain a substitute. In extra-pay teaching assignment situations where the Faculty members provide the substitute, they are responsible for the method of compensation. In instances where the Department Head provides the substitute, the College will pay the substitute and the teachers of record will have their salary reduced by the number of teaching hours missed. In

Faculty Compensation

cases where no substitute is provided, the Faculty members will have their salary reduced by the number of teaching hours missed.

5.35 Conflict of Assignments

The Administration agrees that it will not reduce a Faculty member's compensation when the Faculty member misses a class when sent by the College on an approved temporary duty assignment.

5.40 Other Compensation

5.41 Substitute Pay

When bargaining unit members substitute in a class, they will be paid at the following rate:

Rank	Amount per clock hour
I	\$23.40
II + 48	\$20.60
II	\$18.15
III	\$16.50

Substitute teaching in the same class in excess of 2 weeks shall be paid at the extra pay teaching assignment rate, effective the third week of substitution, for the entire duration (i.e., including the first two weeks) of said substitution assignment.

5.42 Overloads

Faculty members who are requested by the College to teach a class above the normal load will be compensated as follows:

- A. Semester hour – $1/30^{\text{th}}$ of the base annual salary for each semester hour overload for the semester.
- B. Extra Contact hour – $1/40^{\text{th}}$ of the base annual salary for each contact hour overload for the semester.

5.43 SPD Reassignments

In the event a Staff and Program Development project is the equivalent of a reassign teaching assignment and it is over and above the normal load of the Faculty member, the Faculty member will be reimbursed at the extra-pay teaching assignment rate contained in Article 5.31.

Faculty Compensation

5.44 Supplements

- A. Campus or College needs may necessitate that supplemental positions be created. These supplemental positions may be in addition to the Faculty member's regular assignment or in lieu of a portion of the Faculty member's regular assignment. These duties shall be detailed in a job description and are assigned by the President of the College on an annual basis.
- B. Compensation for bargaining unit members for a supplemental position shall be paid as a flat dollar amount or as reassigned time or as a combination of the two, based on the zone assignment of the position and payment options contained in the Supplemental Position Profile and listed in sections I of this article.
- C. The procedure for the addition or revision of a supplemental position is as follows:
 - 1. The supplemental position shall be defined on the Supplemental Position Profile (SPP) form and submitted through normal administrative channels to the President for approval. The assignment of the zone designation is at the sole discretion of the President.
 - 2. March 15th of each year is the preferred deadline for the receipt of the SPP form in the President's office for supplemental positions to be added at the beginning of the next academic year. November 1st is the preferred deadline for the receipt of Semester II and Summer Sessions supplemental position proposals.
 - 3. The Human Resources Department shall prepare a complete merged list with campus locations of these supplemental positions. The list shall enumerate the supplemental assignments by position title and description taken from the Supplemental Position Profile. The position's supervisor will be named.
 - 4. The complete merged list of supplemental pay assignment positions will be distributed as a separate document to all departments, preferably by April 1st and November 15th. Supplemental positions developed at other times of the year shall be distributed as they arise.
 - 5. Open supplemental positions shall be posted for a minimum of ten instructional duty days. The supervisor of each supplemental position shall decide to open or not open currently held positions.
- D. Whenever possible, supplemental positions shall be filled using full-time Faculty or other full-time College employees subject to the qualifications for the position and the needs of the College.
- E.
 - 1. Payroll periods for supplemental pay shall be twice monthly corresponding to regular pay dates during the period the supplemental work is performed, unless other arrangements are requested by the person in the position and are mutually acceptable.

Faculty Compensation

2. For instructional Faculty, the use of reassigned time in lieu of payment shall be determined and agreed upon at the time that individual is approved for the supplemental position. The method of payment and/or the use of reassigned time cannot be changed except by mutual consent.
- F. Supplemental pay assignments may be continued, revised, added, or deleted as work duties specified by these assignments are relevant to institutional needs. Supplemental positions shall be recommended by the appropriate College official and approved by the President. An individual currently assigned a supplemental pay position shall be notified if a position is to be revised or deleted at least one major academic semester preceding the revision or deletion of the position.
- G. Supplemental positions that remain unfilled for 2 years shall be reviewed by the supervisor of the position and the Vice President for Administration and Finance, and deleted as appropriate.
- H. Supplemental positions as described in this article are meant to refer to recurring part-time activities. Other pay assignments for bargaining unit members that are not recurring shall be paid as a stipend based on the same zone matrix as set forth in this article.
- I. Academic Supplemental Salary Schedule

ZONE	RANK III	RANK II	RANK II + 48	RANK I
1	\$500	\$559	\$616	\$677
2	\$1,001	\$1,118	\$1,231	\$1,353
3	\$1,501	\$1,677	\$1,847	\$2,030
4	\$2,001	\$2,236	\$2,463	\$2,707
5	\$2,502	\$2,795	\$3,078	\$3,383
6	\$3,002	\$3,354	\$3,694	\$4,060
7	\$3,502	\$3,913	\$4,310	\$4,737
8	\$4,003	\$4,472	\$4,925	\$5,413
9	\$4,503	\$5,031	\$5,541	\$6,090
10	\$5,003	\$5,590	\$6,157	\$6,767
11	\$5,504	\$6,149	\$6,772	\$7,443
12	\$6,004	\$6,708	\$7,388	\$8,120
13	\$6,504	\$7,267	\$8,004	\$8,797
14	\$7,005	\$7,826	\$8,619	\$9,473
15	\$7,505	\$8,385	\$9,235	\$10,150

The zone assignment and contract semester shall be specified in the Supplemental Position Profile. The payment amounts listed here are for the contract semester (academic semester, year, and other period) as specified in the table above.

Faculty Compensation

5.45 Guided Independent Study Pay

Faculty teaching guided independent studies by students, when approved by the College, shall be compensated with supplemental pay at the rate of \$100.00 per student.

5.50 Other Provisions

5.51 Pay Dates

Faculty members employed for the full contract year (as defined in Article 7.10) shall receive 24 equal paychecks commencing the last day of August. Thereafter, checks shall be distributed on the 15th and the last day of each month, except that checks representing off-duty days shall be distributed on the last duty day of Semester II. The number of checks to be distributed on that day shall be the number necessary to ensure that the total number of checks issued during the academic year equals twenty-four. Faculty members employed on 163-day contracts (as defined in Article 5.53, section B) and Faculty members participating in credit banking (as defined in Article 5.52) shall receive 3 additional checks on the 15th of January and 3 additional checks at the end of Semester II. Whenever the 15th or the last day of the month occurs on a weekend, holiday, and/or non-duty period, paychecks shall be issued in advance of said weekend, holiday, and/or non-duty period. Faculty who are teaching class(es) for extra pay (per Articles 5.30 and 7.25) and/or as overload assignments (per Article 5.42) are to receive, in full, the balance of the monies due them no later than the last day of the semester in which the class(es) is (are) taught. Whenever an error in compensation or a loss of check(s) via mail occurs, the appropriate personnel within the Human Resources Department will strive to remedy such situation expeditiously, upon notification by the affected Faculty member(s).

5.52 Credit Banking

At the request of a counselor/librarian (non-teaching Faculty member) and with the consent of the College, a non-teaching Faculty member may accumulate work hours during Semester I and/or Semester II and/or during inter-Semester periods, which may be banked towards fulfillment of the non-teaching Faculty member's base contract in Summer Session 2 or Summer Session 3. Currently, there are 31 duty days in Summer Session 2 or Summer Session 3 for teaching and non-teaching Faculty. The 31 duty days in Summer Session 2 or Summer Session 3 represent 217 clock hours that a non-teaching Faculty member must provide the College in order to meet the semesters of the contract. Additional hours to be worked during Semester I and Semester II may include, but are not limited to, weekends, evenings, instructional contact hours for the teaching of a credit class, or work during an inter-semester period. Such additional work hours shall be mutually agreed to between the non-teaching Faculty member and his/her immediate supervisor. The accrual of additional work hours during Semester I, Semester II and/or inter-semester periods, shall be used to adjust the non-teaching Faculty member's contractual obligation during Summer Session 2 or Summer Session 3.

Faculty Compensation

5.53 Variable Contract Length

- A. At the request of the College, and with the consent of the employee, Faculty who have completed the number of days required by their contract may work additional days. Individuals shall either be paid a daily rate of pay based on their normal contract length, or compensatory time may be accrued and used during periods mutually agreed upon by the individual and the College.

- B. A longer contract length (e.g., 194 day, 213 day, or 12 months) will be implemented for Counselors, Librarians, and teaching Faculty who are assigned to a program requiring more than a 163-day contract. These Faculty members will be paid at the daily rate of pay (per Article 5.10) with all associated fringe benefits (See Article 5.10).

[Note: As an addendum to this contract the disciplines/programs/areas that require longer-length contracts than the 163-day, Semester I, and Semester II contracts will be listed, for informational purposes only. This program list may be revised annually as needed by the College.]

Benefits

ARTICLE 6

6.00 Benefits

6.10 Insurance

6.11 Group Life Insurance

The College will pay the premium for group life insurance for bargaining unit members at the amount of the member's base annual salary rounded off to the next higher \$1,000 with a maximum of \$150,000.

Bargaining unit members have the option of purchasing additional term life insurance equivalent to one or two times the amount provided by the College with a maximum of \$200,000.

6.12 Health Insurance

For the first year of tenured track employment, the Faculty member will be enrolled in the Exclusive Provider Organizer (EPO) Plan. After the first year, all bargaining unit employees shall have a choice of one of two insurance plans: an Exclusive Provider Organization (EPO) Plan, or a Preferred Provider (PPO) Plan, with an Indemnity Option.

The current benefits for each option are outlined in the Summary Plan Description.

6.13 Dental

The dental insurance plan shall include a Preferred Provider Dental Plan (PPO) option and Dental Maintenance Organization (DMO). The current benefits are outlined in the summary plan description.

6.14 Disability

The College shall pay the premium for long-term disability insurance for Faculty members. The disability insurance plan shall pay 60% of the employees monthly earnings rounded to the higher \$1 to a maximum of \$7,000 per month. Details of the disability insurance plan are outlined in the summary plan description.

6.15 Insurance Committee

The President of the UFF/BCC shall appoint the Faculty members to the existing College Insurance Committee. The committee representation shall be as follows: three (3) Faculty members, two (2) Other Professionals, one (1) Administrator, three (3) Career Employees, two (2) Federation members, and one (1) non-voting Human Resources representative designated as the Committee Chairperson.

Benefits

6.16 Cafeteria Plan

The College shall sponsor a payroll deduction plan (Cafeteria Plan (Section 125)) for the payment of insurance premiums, non-reimbursed medical expenses, and day care expenses with pre-tax dollars.

6.20 Personal and Sick Leave

6.21 Personal and Sick Leave Accrual

Each employee shall earn one day of sick leave for each calendar month or major fraction of a calendar month of service, not to exceed 12 days for each fiscal year. Sick leave shall be cumulative from year to year.

(Note: Faculty on a 163-day contract may accrue a maximum of 8 sick days per year, Faculty on a 194-day contract may accrue a maximum of 10 sick days per year, Faculty on a 213-day contract may accrue a maximum of 11 sick days per year and Faculty on a 225-day contract may accrue a maximum of 11 sick days per year.)

Each employee may be absent for 4 days each fiscal year for personal reasons, charged to accrued sick leave. Leave for personal reasons shall be non-cumulative.

Faculty members shall, at the beginning date of employment, be credited with 4 days of sick leave with compensation. In the event of termination of employment before the end of the first contract year, the Faculty member's compensation shall be adjusted in an amount necessary to ensure that sick leave with compensation does not exceed the months served.

6.22 Sick Leave Pool

The Administration and the UFF/BCC agree to the formation of a sick leave pool effective January 1,1990. The following procedures shall apply to the use of the sick leave pool.

A. Membership

1. Participation in the pool shall be voluntary at all times.
2. In order to join the pool, a Faculty member must have been employed for at least one academic year and have accrued a minimum of 8 days of sick leave.
3. All participants in the pool shall donate 2 days of accrued sick leave to the pool and have their personal sick leave accrual reduced by the same amount.
4. If the sick leave pool becomes depleted, all participating Faculty members shall contribute an additional 1-day of sick leave and have their personal sick leave accrual reduced by that amount. The pool shall be considered depleted when the total number of credits in the pool is 30 days or fewer. The pool shall not be replenished more than 2 times in any 12-month period.

Benefits

B. Utilization of Pool

1. Use of sick leave pool credits is limited to the Faculty member's personal illness, accident, or injury.
2. Faculty members must have been absent from scheduled duty days for a minimum of 20 duty days, and must have exhausted all accrued sick and vacation leave before being eligible to apply for sick leave pool credits.
3. A Faculty member may apply for a maximum of 20 days credit at any one time. A maximum of 40 days may be granted in any 12-month period to an individual Faculty member.
4. Participating Faculty members may resign from the pool at any time. Upon resignation from the pool or from the College, all contributions to the pool and rights to receive leave credits from the pool shall be forfeited.
5. Alleged abuse of the pool shall be investigated and on a finding of wrongdoing, the Faculty member shall repay all of the sick leave credits wrongfully drawn from the pool. Such abuse could also lead to appropriate disciplinary action against the Faculty member.
6. Applications to join the sick leave pool and application for the use of sick leave pool credits shall be made to the Sick Leave Committee. The Committee shall be formed in accordance with Policy 6Hx2-3.08.
7. The Committee shall issue an annual report to each participating employee showing the usage of the pool and the current balance of sick leave credits.
8. The Committee shall develop policies and procedures for the operation of the sick leave pool.

6.23 Terminal Leave Pay

The Board will provide terminal leave pay in the event of death or retirement under a retirement system administered by the State of Florida. Such terminal leave pay starting with the tenth year shall equal the daily rate of pay (as defined in Article 5.10, Section F) of the Faculty member at the time of retirement or death multiplied by 50% of the total number of accumulated sick leave days accredited to the employee at the time of retirement or death. During the next twenty years of service, the daily rate of pay of the Faculty member at the time of retirement or death shall be multiplied by 50% plus an additional 2.5% per year for each year of service beyond 10 years, times the total number of accumulated sick leave days accredited to the employee at the time of retirement or death.

If the employee is terminated by death during the first 9 years of service, the terms expressed in Policy 6Hx2-3.25 will govern such terminal leave pay. If termination is by death of the employee,

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any terminal leave pay to which the employee may have been entitled shall be made to his designated beneficiary or estate.

If an employee retires and receives terminal leave pay based on unused sick leave credit, all unused sick leave credit shall become invalid. If the employee retires without receiving terminal leave pay benefits and interrupts retirement to return to employment, the employee's sick leave credit shall be reinstated.

6.30 Sabbatical Leave

6.31 Sabbatical Purpose

Sabbatical leave is intended to encourage and promote the professional growth and development of the Faculty and to enhance their professional effectiveness. Sabbatical leave help accomplish these ends by enabling Faculty to undertake specific planned activities involving academic study, research, and/or creative work of mutual benefit to the Faculty member and to the College.

6.32 Eligibility

All tenured Faculty members are eligible to apply for sabbatical leave. A Faculty member may not be granted a sabbatical leave until all obligations from any previous sabbatical leave have been fulfilled.

6.33 Types and Number of Regular Sabbatical Leave

- I. For Faculty on a 9-month contract sabbatical leave shall be defined in terms of units, with one unit being equivalent to one three-credit hour lecture course., or one-tenth of a Faculty member's yearly work load. The types of sabbatical leave that may be requested are:
 - A. One full academic year at half pay. (5 units)
 - B. One major semester (Semester I or Semester II) at full pay. (5 units)
 - C. Other combinations as approved by the Sabbatical Leave Committee.

Pay is defined as base pay (salary for a 9-month contract). Supplements and extra-pay teaching assignments shall not be included.

The number of sabbatical leave units available in any academic year shall not exceed the number determined by multiplying the number of full-time Faculty by 4% and multiplying that number by 5.

Up to 25% of these units may be granted by the College for the purpose of retraining Faculty members.

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- II. For Faculty on a 10-month contract sabbatical leave shall be defined in terms of units, with one unit being equivalent to one three-credit hour lecture course, or one-twelfth of a Faculty member's yearly workload. The types of sabbatical leave that may be requested are:
- A. One full academic year at half pay. (6 units)
 - B. One major semester (Semester I or Semester II) at full pay. (5 units)
 - C. One summer semester (Summer Session 2 or Summer Session 3) at full pay. (2 units)
 - D. Other combinations as approved by the Sabbatical Leave Committee.

Pay is defined as base pay (salary for a 10-month contract). Supplements and extra pay teaching assignments shall not be included.

The number of sabbatical leave units available in any academic year shall not exceed the number determined by multiplying the number of full-time Faculty by 4% and multiplying that number by 6.

Up to 25% of these units may be granted by the College for the purpose of retraining Faculty members.

6.34 Repayment Provisions

Recipients of sabbatical leave shall return to the College and serve one full academic semester for every unit of sabbatical leave granted. Preferably, these semesters shall be consecutive. In this context, Summer Session 2 or Summer Session 3 shall be considered an academic semester. If the Faculty member does not remain at the College for the length of time required by this obligation, the Faculty member shall reimburse the College for salary paid during the sabbatical leave. The amount of repayment shall be determined on a pro rata basis according to the number of days worked since the completion of the sabbatical leave compared to the total number of days obligated.

6.35 Sabbatical Leave Criteria

Applications for sabbatical leave shall meet the criteria listed below. Those applications that do not meet the criteria will not be eligible for consideration. The criteria for sabbatical leave that the Sabbatical Leave Committee shall evaluate are:

- A. Initiation or continuation of an advanced degree program in the Faculty member's major or cognate field.
- B. Graduate study in the Faculty member's major or cognate field.
- C. Research, writing with intent to publish, creative works in the visual or performing arts, or development of extensive professional/curriculum materials in the Faculty member's major or cognate field.

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The Committee will also take into account other factors, such as the recentness of any previous sabbatical leave, completeness of the sabbatical leave applications, and the quality of the narrative justifying the request. No special consideration shall be granted for years of service or experience. The Committee shall also consider whether requests for sabbatical leave for educational purposes are for full-time or part-time enrollment in classes, and shall award units of sabbatical leave accordingly.

Faculty members whose sabbatical leave plans change after being awarded a leave must petition the Sabbatical Leave Committee in advance of the leave for approval to change plans. Such requests must be made to the Vice President for Administration and Finance for transmittal to the Committee. Failure to petition in advance for any change in the plans will void the sabbatical leave approval.

6.36 Sabbatical Reports

Within one semester of return from sabbatical leave, Faculty members shall file a report of their sabbatical leave activities with the President of the UFF/BCC and the Vice President for Administration and Finance. In the case of graduate study, an official transcript showing successful completion of the coursework with a grade of "C" or better shall be deemed sufficient. Failure to submit the required report or transcript, or failure to successfully complete the coursework with a grade of "C" or better, shall require immediate repayment of the salary paid during the sabbatical leave.

6.37 Sabbatical Application Procedures

Application forms for sabbatical leave shall be available from the Office of Human Resources. Applications shall be filled out completely with a detailed description of the planned activities and the benefits of the professional growth to the Faculty member and to the College.

Applications for sabbatical leave for the following academic year shall be submitted through normal administrative channels to the Vice President for Administration and Finance by the end of Semester I. Late applications will not be considered. The Vice President for Administration and Finance shall arrange for the first meeting of the Sabbatical Leave Committee and shall transmit copies of the applications to the Committee members prior to the first meeting.

Faculty members who are awarded sabbatical leave shall sign a promissory note containing the repayment provisions in Sections 6.34, 6.35, and 6.36.

6.38 Sabbatical Leave Committee

The President of the UFF/BCC shall annually nominate five Faculty members, from whom the President of the College shall choose three, to serve on the Sabbatical Leave Committee. The President of the UFF/BCC and the Vice President for Administration and Finance shall serve as ex officio, non-voting members of the Committee. The Committee shall recommend persons for sabbatical leave in a priority order. The Committee shall make its recommendations to the President of the College. The final decision on granting sabbatical leave rests with the Board.

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6.40 Other Leave

6.41 Vacation Leave

Personnel employed on a 12-month employment calendar are permitted vacation leave, exclusive of College holidays, Saturdays, and Sundays, at the following rates:

- A. One day for each month of full-time service up to 5 years with Broward Community College - 12 days maximum per year
- B. One and one-fourth days for each month of full-time service from 5 years to 10 years of service at Broward Community College - 15 days maximum per year.
- C. One and one-half days for each month of service over 10 years with Broward Community College - 18 days maximum per year.
- D. Full-time service at any other Florida community college will be counted as service at Broward Community College for the purpose of determining vacation leave accrual.

Such vacation leave may be accumulated up to a maximum of 44 working days, but such vacation time shall be so scheduled that there will be a minimum disruption of the operation of the College. Annual leave credits earned in excess of 44 days in any calendar year shall be used in that calendar year or shall be forfeited on December 31. If employed prior to the 16th of the month, a bargaining unit member shall receive credit for earned vacation time for that month. Faculty members may receive pay for accumulated earned vacation days not to exceed an amount equal to 30 days at termination or resignation. In the case of the death of the Faculty member, payment of the unused annual leave at the time of death shall be made payable to the Faculty member's beneficiary, estate, or as provided by law.

6.42 Professional Conferences

If a Faculty member makes a request for professional leave with pay to attend a professional conference, and it is approved, the Faculty member will be reimbursed to the extent allowable by law for expenses incurred, subject to the availability of funds.

6.50 Other Benefits

6.51 Tuition Reimbursement

- A. The College agrees to provide financial assistance to those unit members who wish to pursue further educational experiences at institutions other than Broward Community College. This assistance shall be provided in the form of tuition reimbursement. Tuition reimbursement may be requested for classes and/or courses that are either job related or taken to meet professional development guidelines. Tuition reimbursement shall be available to all Faculty in tenure track positions.

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- B. Tuition reimbursement shall be provided for up to a maximum of 18 credit hours per academic year per Faculty member.
- C. The amount of tuition reimbursement per course shall be the actual cost of the course or the average of the in-state tuition rates at Florida Atlantic and Florida International Universities, whichever is lower, providing such in field or in discipline courses are offered at Florida Atlantic or Florida International Universities; if not so, then full tuition reimbursement in public or private universities shall be available subject to the approval of the Department Head, the Dean of Academic Affairs, the Vice President for Academic Affairs, and the Vice President for Administration and Finance. If such approval is not given, the case may be appealed to the Faculty Professional Development Review Committee (see Article 7.40, Paragraph 6). Tuition reimbursement is limited to the cost of tuition and laboratory fees only.
- D. In order to be eligible for tuition reimbursement, instructional Faculty must receive approval from the Department Head, Dean of Academic Affairs, the Vice President for Academic Affairs and the Vice President for Administration and Finance prior to enrollment in the course. Faculty in the counseling area must receive prior approval from the Dean of Student Affairs and the Vice President for Administration and Finance and the Vice President for Student Affairs. Faculty librarians must receive prior approval from normal administrative channels.
- E. In order to receive tuition reimbursement for a completed course, the Faculty member must receive a grade of "C" or better.
- F. A Faculty member receiving tuition reimbursement shall sign a promissory note stating that the funds shall be repaid to the College if the Faculty member leaves the College within one year from the date of completion of the course.
- G. All approval forms, transcripts, and fee receipts shall be submitted to the Human Resources Department for processing.

6.52 Free Tuition for Faculty, Spouses and Children

The Board shall permit full-time personnel who meet College admission requirements, and their dependents as defined by the Internal Revenue Service, to enroll in a maximum of 6 credit hours or equivalent hours per semester without payment of matriculation or tuition fees. Each dependent under this clause will be limited to a total number of hours of the chosen degree program, not to exceed 80 credit hours plus remedial coursework.

6.53 Direct Deposit

The College will provide for direct deposit of paychecks to the financial institution of the Faculty member's choice.

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6.54 Tax-Sheltered Annuities at Retirement

The College will pay terminal leave pay at retirement directly to a previously approved tax-sheltered annuity program, at the request of the retiree and consistent with appropriate laws and regulations.

Faculty Work Conditions

ARTICLE 7

7.00 Faculty Work Conditions

7.10 Yearly Work Load

The normal contract length in terms of days shall be 163. Each Faculty member normally shall be assigned to Semester I and Semester II.

A. Normal Teaching Load:

The teaching load for full-time instructional Faculty shall be based on the following:

1. Credit Hours: In terms of credit hours, the normal teaching load shall be 15 credit hours each in Semester I and Semester II. The maximum number of credit hours shall be 30 per contract year.
2. Contact Hours: In terms of contact hours, the minimum shall be 15 and the maximum shall not exceed 20 per week during Semester I and Semester II. The maximum shall be 40 per contract year.
3. A Faculty member's yearly contract shall be satisfied when one of these maximum values has been reached.

These limits reported shall not preclude Faculty who choose to do so from teaching extra-pay classes in Semesters I, II and/or Summer Sessions.

B. Adjusted Credit Hour (in conjunction with Appendix B Worksheet):

In classes (laboratories, clinics, studios, etc.) where contact hours exceed credit hours, adjusted credit hours shall be used to determine the normal load. An adjusted credit hour is determined by totaling the number of credit hours per semester and contact hours per week, based on a full 16-week semester, and dividing by two. Faculty who generate more than 30 adjusted credit hours for regular teaching load shall be paid for any excess credit hours at their appropriate extra-pay lecture rate (per Article 5.31). In addition, Faculty who generate more than 30 contact hours for regular teaching load shall be paid for any excess contact hours at the appropriate extra pay laboratory rate (per Article 5.32 and Appendix B Worksheet). For Faculty teaching loads that exceed both 30 adjusted credit hours and 30 contact hours, the excess adjusted credit hour payment shall be calculated and paid first. The number of excess adjusted credit hours paid shall then be subtracted from the total contact hours, and the new contact hour total will be used to calculate the excess contact hour payment. This excess is to be computed each year at the end of the Faculty member's contract year.

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C. Reassignments:

For the purposes of this article, yearly teaching load for Faculty who completed a 3 credit hour reassignment will be calculated as 3-credit hours and 3 contact hours. For Faculty who have received a sabbatical, each sabbatical unit will be calculated as 3 credit hours and 3 contact hours applied toward yearly teaching load.

D. Excess Hours:

Any credit or contact hours that exceed the semester/yearly maximums listed above, but are needed to make a full teaching load, shall be paid at the extra-pay teaching rate or can be carried over to the next semester or academic year and be used to reduce the normal teaching loads during one of the semesters of that academic year. Where the teaching schedule allows, the Faculty member shall decide which of these options shall be used.

E. Longer Contracts:

A longer contract (per Article 5.53) will be implemented for Faculty assigned to programs/areas requiring more than a 163-day, Semester I and Semester II contracts. These Faculty members will be paid at their daily rate of pay (per Article 5.10.E.3) with all associated fringe benefits.

[Note: The disciplines/programs/areas that require longer contracts than the 163-day contract are listed, for informational purposes only, as an addendum to this contract. This program list may be revised annually as needed by the College.]

F. Counselors/Librarians:

The annual calendar for Counselors and Librarians will be August 16th – August 15th based on flexible 12-month schedule which includes 194-duty day or 213-duty day or 12-month contracts. These Faculty shall submit annually a schedule of days to be worked with their appropriate supervisor. Based on campus needs, each campus' Faculty Librarians and Counselors shall meet with their respective supervisor(s) in a departmental meeting to devise each year an annual schedule that sufficiently varies/alternates non-duty days, appropriately staggers vacation breaks, and, at all times, provides adequate staffing. A Faculty member may request a consecutive three-week non-duty day/vacation period annually. Some workdays may include evening and weekend duty. To fulfill any additional days beyond their respective contracts, and to provide for the personnel needs within their respective areas, these Faculty may work, as needed, additional days outside the 194-day or 213-day contract and be paid at a daily rate of pay.

G. Aviation Maintenance:

All Aviation Maintenance Faculty shall be assigned a 163-day contract. The minimum base salary shall be determined by adding additional 12 percent to the equivalent 163-day Faculty Salary Schedule. The additional salary provides compensation for a normal teaching load consisting of 400 contact hours per Semester. The College shall not make any additional credit/contact hour compensation adjustments for a normal teaching load.

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Aviation Maintenance Faculty, who voluntarily agree to teach an additional 200 contact hours scheduled and available for Term III-Session II or III, as determined and assigned by the College each year, shall be compensated at one quarter the amount of their current 163-day salary. Aviation Maintenance Faculty, who voluntarily agree to teach an additional 400 contact hours scheduled and available for Term III-Session I, as determined and assigned by the College each year, shall be compensated at one-half the amount of their current 163-day salary. Such Aviation Maintenance Faculty will be considered employed full time and shall continue to receive earned benefits and leaves throughout the Term.

Aviation Maintenance Faculty normal workweek is 35 hours per week and shall include a minimum of 30 hours of posted classroom instruction and office hours on campus. However, when required by the Federal Aviation Administration to teach additional days, as a consequence of an official College/Campus closure during regularly scheduled duty days, such Faculty will be paid at their daily rate of pay.

H. Credit Load Review:

In order to review the issues involved with the credit load system, the adjusted credit hour definition, and the use of contact hours in determining full-time load, the parties agree to continue research into potential revisions to the credit load system.

I. On-Campus Hours for Distance Education Faculty

Faculty who have entered into a formal agreement with BCC to develop or adopt and teach fully online courses as stipulated in Article 7.70 of the BCC/UFF Agreement and have agreed to comply with the guidelines and standards established by the College to ensure compliance with accreditation requirements for continuous instructional improvement may apply the instructional credit for teaching fully online courses to reduce the 30 hour on Campus work week requirement. The minimum of 4 hours per day on Campus shall still apply. The instructional credit hours for teaching fully online courses shall be identified on the posted Faculty work week schedule and will be considered as part of the state-mandated required 25 student contact hours per week.

J. Flexible Schedules

With the consent of the College, Faculty members may opt to teach their annual teaching loads of 30 adjusted credit hours by teaching 18 adjusted credit hours in Semester I and 12 adjusted credit hours in Semester II.

7.20 Professional Obligations

The Administration and the UFF/BCC acknowledge the professional integrity of the Faculty. During the typical work week, each Faculty member is expected to engage in activities for the College, including, but not limited to: teaching, student consultation, preparation, committee

Faculty Work Conditions

work (e.g., College Standing Committees, College Academic Area Meetings, Campus Department Meetings, Faculty Senate, UFF/BCC activities, and community service).

At the beginning of each semester instructional Faculty members shall file with their supervisor a typical weekly schedule. It is the responsibility of the supervisor to provide the Faculty member with the appropriate form for filing this schedule by the end of the first week of classes of each semester.

A. Instructional Faculty:

For the academic year 2001-02, the typical weekly schedule for each instructional Faculty member shall reflect a 35-hour workweek with at least 30 hours per week on campus and no fewer than 4 hours per day on campus. The 30 hours per week on campus shall reflect the following:

1. Instructional contact hours as defined in Article 7.10. When a Faculty member is absent from teaching a scheduled class such absence must be reported on the leave form.
2. Full-time instructional Faculty's schedules shall reflect a minimum 25 hours of combined classroom contact and posted office hours available to students each week. The hours available for student consultation should, when practicable, be complementary to the teaching schedule, and shall be contained in the syllabus distributed to each student at the beginning of each semester or the syllabus will contain a statement that the hours available for student consultation are posted on the outside of the Faculty member's office door.
3. The remainder of the on-campus hours shall be used for other professional responsibilities of the Faculty member.

During final examination week, the typical workweek schedule shall not apply. Instructional Faculty members are required to meet all professional responsibilities with no fewer than 2 hours per day on campus.

B. Grade Appeal Process:

The following procedure shall be in effect in cases when a Faculty member will be off-duty for an upcoming semester and will be incapable during the entire first month of that semester of being present in the event of a student grade appeal pertaining to the most recent semester for which the Faculty member was on-duty. Prior to his/her departure, the Faculty member shall provide the appropriate Departmental Head with a copy of the course grade book records. The purpose of this procedure is to provide supporting documentation in the event of a course grade appeal by a student, that the Faculty member followed the College grading policy as specified in:

- The Catalog

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- *Broward Community College Policy Manual*
- *Broward Community College Faculty Staff Handbook*
- Faculty member's syllabus

These records must provide sufficient data and values for all the elements considered in determining the student's final grade. These records are to be used only when it is determined that the Faculty member is unable to be present during the Grade Appeal Process. All copies of these records will be returned to the Faculty member at the end of a formal Grade Appeal Process or when the Faculty member returns to campus. The Faculty members reserve the right to appoint a Faculty member to represent them in any Grade Appeal during their absence.

C. Counselors/Librarians:

The typical weekly schedule for each Faculty Counselor and Faculty Librarian shall reflect a 37.5-hour workweek.

D. Departmental Meetings:

A spirit of cooperation should prevail between Department Heads and Faculty members in determining Faculty teaching schedules. At all times, the needs of the student population shall be the paramount consideration in determining teaching schedules. Prior to determining the schedule for the ensuing semester, each Department Head shall request each Faculty member's preference for a teaching schedule for that semester. The resulting tentative schedule should be discussed and reviewed individually with the Faculty member and attempts should be made to resolve schedule conflicts. It is clearly understood that the determination of the final schedule is within the authority and responsibility of the Department Head and is not subject to the grievance procedure contained within this contract. In assigning Faculty teaching schedules, the following guidelines shall be followed:

- A. A Faculty member who has been granted reassigned time may submit a schedule showing fewer than thirty hours on campus, if it is understood that the nature of the assignment may call for some of the work to be done at another location.
- B. Faculty members may teach a weekend college course as part of their required teaching load as long as their assigned work week does not exceed five days. Bargaining unit members cannot be required to teach weekend courses as part of their regular teaching assignment unless all alternative course assignments have been exhausted, including courses previously assigned to adjunct Faculty or as extra-pay teaching assignments to other full-time Faculty.
- C. Faculty members submitted schedule may show fewer than four hours per day for the same number of days for which they are assigned seven or more class contact hours, and have classes assigned on all five days.

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- D. If at all possible, Faculty members scheduled to teach a class that is scheduled to end at 10 P.M. should not be assigned an 8 A.M. class the following day, unless they request such an assignment.
- E. If a Faculty member is assigned classes at more than one location on the same day, on each day that this occurs, one hour of travel time shall be allocated out of the total of 30 required on-campus hours.

7.25 Extra-Pay Teaching assignments

- A. Preference for extra-pay teaching assignments for all academic semesters/sessions shall be given to unit members consistent with the needs of the College. Preference for extra-pay teaching assignments must be indicated in writing at least thirty calendar days prior to the beginning of the course. Preference for extra-pay teaching assignments shall be given only on the campus to which the Faculty member is assigned for the year. Faculty members may request extra-pay teaching assignments at other locations, which may be granted at the discretion of the Department Head at that location. In this context, the "needs of the College" include but are not restricted to:
 - (1) The qualifications of the Faculty member
 - (2) Recent teaching experience in the subject field
 - (3) The number of available positions and courses in the subject field
- B. Full-time Faculty may teach available courses during non-contract summer sessions (maximum 18 credit hours during Summer Sessions) at the extra pay teaching rate.
- C. All extra-pay teaching assignments include eight office hours distributed equally through the semester per 3-credit hour course.

7.30 Working Conditions and Environment

- A. Faculty members shall have access to their offices and appropriate College facilities during hours beyond the ordinary workday and workweek.
- B. Faculty are entitled to a safe working environment and every effort shall be made to ensure that all conditions conform to statutes relative to safe working conditions.
- C. As a means of supporting and centralizing this effort, the Faculty members of the College's Health and Safety Committee shall be appointed by the UFF/BCC President.

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7.40 Professional Development

The Administration and the UFF/BCC acknowledge that professional growth is important, should be encouraged, and should be an integral component of a Faculty member's successful evaluation.

To fulfill this, a Faculty member shall submit and complete a professional development plan according to the following guidelines:

Within each seven year period, starting from the initial date of employment in a tenure track position, Faculty members shall complete 90 clock hours comprised of 6 semester hours graduate and/or undergraduate study in their discipline, and/or relevant instructional skill fields, or equivalent educational experiences, or a combination of the preceding. Coursework and/or equivalent educational experience should update or improve Faculty members' ability to function effectively in their discipline area.

Equivalent educational experience may include, but is not limited to:

- (1) Authoring publications such as journal articles or books
- (2) Editing journal articles, books, or professional works
- (3) Attending or participating in a professional workshop
- (4) Presenting a paper at a professional conference
- (5) Obtaining continuing education credits
- (6) Maintaining licenses or certification in specialized areas
- (7) Exhibiting in a professional gallery or its equivalent, featuring a significant number of recent creative works.
- (8) Directing or participating in a performance or recital
- (9) Obtaining work/field experience in areas where graduate courses are not available
- (10) Designing or constructing education equipment that advances the state of the art.

Graduate coursework in the discipline area and all Continuing Education Units (CEU's) approved by the appropriate licensing or certifying agency shall be accepted without prior approval. (The Faculty member will submit attendance documentation). The other mechanisms for fulfilling the professional growth plan should be developed and tentatively approved by the Faculty member's immediate supervisor, Dean of Academic Affairs, and Vice President for Academic Affairs.

To expedite the processing and obtain pre-approval of their professional development plan, Faculty members should complete the Application for Faculty Professional Development form (see Appendix D of this contract).

If Faculty members are denied approval of their professional development activity, the denial may be appealed to a Faculty Professional Development Review Committee. This Review Committee will consist of three tenured Faculty members and, if possible, it shall reflect the appellant's academic area. The Union President shall appoint one member, the Vice President for Academic Affairs shall appoint the second member, and the first two members shall

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complete the Committee by choosing a third Faculty member. The recommendation of this Committee shall be submitted to the President for final resolution.

Any Faculty members accepted into the FRS DROP Program shall be exempt from the terms and conditions of this article.

Since professional development is part of a Faculty member's professional responsibility, a maximum of three hours of the Faculty member's on-campus weekly schedule may be used for the purpose of carrying out the Professional Development Plan subject to the approval of the Department Head.

7.50 Annual Faculty Evaluation

Faculty shall be evaluated at least once annually and they shall be advised of the academic semester during which such annual evaluation will be made.

The purposes of evaluation are:

- (1) To promote the highest quality instruction (teaching/learning).
- (2) To encourage the highest quality performance by Faculty.
- (3) To encourage professional growth and development of Faculty.
- (4) To evaluate Faculty job performance.

The Professional Development Evaluation shall be based upon data obtained from the Faculty member's self-evaluation, student evaluations, classroom visitation which is required annually of non-tenured Faculty, and shall be made of tenured Faculty once every three years by the Department Head, and general knowledge of the instructor.

Classroom visitations by the Department Head may be made as part of the annual evaluation process or may be made at other times of the academic year when determined necessary by the Department Head. Such observation or visitation shall occur when the Faculty member is performing regular teaching duties. The Department Head initiates the classroom observation by scheduling a mutually agreeable date and time and explaining the purpose for the visit. If such an agreement cannot be reached, the Department Head shall set the time and date of the classroom observation with at least one week's notice. When the visitation is requested by the Faculty member, the Faculty member and Department Head shall determine a mutually agreed upon date. In either case, results of the observation shall be shared with the Faculty member.

The evaluation shall be in writing and the Faculty member shall be provided the opportunity to discuss the evaluation with the evaluator prior to its being forwarded through administrative channels to the confidential portion of the Faculty member's personnel file.

The evaluation shall be signed by the person performing the evaluation and by the person being evaluated, who may attach a concise comment to the evaluation. A copy of the evaluation shall be given to the Faculty member.

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The person responsible for supervising and evaluating a Faculty member shall assist the Faculty member in correcting any performance deficiencies reflected in the Faculty members annual evaluation by prescribing a developmental plan.

A Faculty member who receives an unsatisfactory evaluation may seek review of that evaluation pursuant to College Policy 6Hx2-4.15. The decision of the reviewing authority shall not be subject to challenge under the grievance procedure of this Collective Bargaining Agreement.

Nothing herein shall be construed to prevent an employee from challenging an evaluation in a disciplinary proceeding if such evaluation is used to support disciplinary action.

7.60 Faculty Attendance at Graduation

The UFF/BCC and the Board agree that one-half of the teaching Faculty will attend graduation ceremonies at the conclusion of Semester I and one-half of the teaching Faculty will attend graduation at the conclusion of Semester II. Department Heads or other appropriate supervisory personnel, in consultation with the Faculty member, will determine which graduation ceremony will be assigned to each Faculty member and considered as a duty day. The non-required graduation day will not be considered a duty day. A Faculty member who has an assigned class on graduation day shall meet the class in lieu of attending the graduation ceremony.

Librarians and Counselors who are required by the appropriate administrative authority to fulfill their assigned duty hours at their assigned location will be exempt from the required graduation attendance. Librarians and Counselors who are exempt are encouraged to attend the ceremonies.

7.70 Distance Education

As part of their joint mission to provide all segments of the community with quality instructional programs, the UFF/BCC and the College affirm their commitment to exploring jointly the exciting, rapidly changing field of Distance Education (DE) i.e., remote instructional delivery systems, telecommunicated learning services, on-line computerized instruction. In this endeavor, both parties aspire to provide: (i) the community with programs which increase access to educational services; (ii) students with intellectually stimulating courses which are of a standard commensurate with those taught via the more traditional delivery modes; and (iii) interested College Faculty with opportunities to develop programs/courses and delivery systems. In addition, the College and the UFF/BCC agree to work jointly to protect the integrity of BCC programs and course offerings. The college undertakes to avoid overburdening Faculty teaching Distant Education DE Courses by carefully controlling class size, number of sites, on-line student consultation contact hours, and the technological complexity of the delivery system.

1. Faculty participation in DE shall be voluntary and consistent with the Collective Bargaining Agreement.

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2. Before the development and/or delivery of any DE course, Faculty shall enter into the Distance Education Course Development Agreement.
3. Faculty members commissioned by the College or developing a DE course or course materials shall receive extra compensation. For developing a course, Faculty members will receive a rank-sensitive stipend that varies with the course credit: zone 2 stipend for a 1-credit course, zone 4 stipend for a 2-credit course and zone 6 stipend for a 3-credit course, etc.
4. Faculty who have developed a DE course shall have first right of refusal to teach it during the useful life of the course when it is offered on their site and have demonstrated success in teaching the DE course.
5. The College has the right to use and/or modify through established procedures the DE materials developed by a Faculty member for instructional, educational, or administrative purposes.
6. Section 2.70 of the Collective Bargaining Agreement shall apply to intellectual property ownership of DE course/program materials.
7. As the College and its Faculty explore DE, both parties will evaluate cooperatively the need to provide technical training and other relevant DE information.
8. Prior to the development of a DE course, the campus/collegewide administration and the participating Faculty member(s) must have agreed on the extent and type of technical support will be provided.
9. Evaluations of Faculty involved in DE shall follow existing procedures (per Article 7.50).
10. Unauthorized Observation, Monitoring or Use:
The College shall take steps to protect itself and its Faculty from unauthorized access (i.e. without consent of the College and participating Faculty) to DE courses.
11. Due to the rapidity of technological change in our society, the College and the UFF/BCC fully expect in the months and years ahead to be engaged in an ongoing dialogue regarding DE issues, contractual and otherwise.

7.80 Educational Experience: The Annual Focus Program

The College and the UFF/BCC recognize the need for all Faculty members of the College to participate in future planning and strategic responses to change, such as performance and other incentive funding, work force training demands, new legislation, changing demographics and cultural diversity, enrollment, accelerating technological advances, and the demands of increased professional and institutional accountability and liability.

Faculty Work Conditions

To this end, therefore, both parties commit themselves to participating in an annual joint examination of one or several of the most pressing issues confronting Broward Community College and how best the entire College can respond.

The product of this joint examination shall be the development of an annual program including information, discussion, training, and/or suggestions for good practices that will be disseminated to all Faculty, Administrators, Staff, and members of the Board. It shall be named "The Annual Focus Program."

The Annual Focus for 2002/2003 shall be on crisis response, emergency preparedness and general safety awareness. The College shall offer special training sessions for all Faculty.

General Provisions

ARTICLE 8

8.00 General Provisions

8.10 Severability

If any paragraph, clause, sentence, article, or other part of this Agreement is ruled to be illegal, invalid, or unenforceable by any court of competent jurisdiction, such decision shall not affect the remaining portions of the Agreement which shall remain in full force and effect.

8.20 Consultations

Representatives of the College and the UFF negotiation teams will meet monthly during the regular school year at a time convenient to both parties for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise there from. These meetings are not intended for the purpose of negotiation or to bypass the grievance procedure. Further, each party will submit to the other at least 24 hours prior to the meeting, an agenda covering what it wishes to discuss. Such a meeting may be canceled by mutual consent. Should such a meeting result in a mutually acceptable amendment to this Agreement, the agreement shall be subject to ratification by the Board and the Faculty, the same as this Agreement.

Term of Agreement

ARTICLE 9

9.00 Term of Agreement

9.10 Duration of Agreement

This Agreement shall be in full force and effect from and after the date of ratification by the Faculty and the Board. The Agreement shall remain in full force and effect through the last full day of the 2002-2003 academic year.

Negotiations for a successor agreement may be requested no earlier than January 15, 2003, and, upon written request to commence negotiations, the responding party shall contact the other party within 15 days upon receipt of the request in order that mutually agreeable dates and places for negotiations may be agreed upon.

9.20 Contract Distribution

Unless otherwise agreed, the Administration will arrange for the printing of the contract through the College Print Shop. The UFF/BCC and the College shall share equally the printing and duplicating expenses.

This Agreement was ratified by the UFF/BCC on March 21, 2003.

This Agreement was ratified by the Board on March 25, 2003.

Broward Community College

UFF/BCC

Chairman of the Board

President

President

Vice President

APPENDIX A-1

Notice of Grievance Submission

Grievance Number: _____

Grievant Name: _____

Grievance Representative: _____

Date: _____

IN ACCORDANCE WITH THE PROVISIONS OF THE UFF-BCC COLLECTIVE BARGAINING AGREEMENT, AND UNDER THE CONDITIONS THEREIN SPECIFIED, THE ABOVE GRIEVANCE IS HEREBY FILED ON THIS DATE AT STEP _____, WITH _____ AS THE GRIEVANT'S IMMEDIATE SUPERVISOR.

Signature of Grievant

Signature of Grievance Representative

APPENDIX A-2

Grievance Form

Name: _____

Office Location: _____

Campus: _____ Phone: _____

Provisions of Agreement Violated: Article(s) and Section(s):

Statement of Grievance (include date of acts or omissions complained of):

Remedy Sought:

Grievant's Signature: _____

Date Submitted: _____

UFF Grievance Representative's Signature _____

(If UFF is representing the grievant, a UFF grievance representative will sign here.)

APPENDIX B

PAY CALCULATION WORKSHEET FOR EXCESS CREDIT AND CONTACT HOURS

I. FACULTY INFORMATION

Name: _____ SSN: _____ Rank: _____

II. COURSE INFORMATION

Academic Year _____

Notes: (1) EXCLUDE extra-pay teaching assignments; (2) INCLUDE release time credits and sabbatical credits; (3) Three reassigned credit hours/One sabbatical unit three contact hours

<u>TERM I</u>		
Course	Credit Hrs	Contact Hrs
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL: [a] _____ [b] _____

<u>TERM II</u>		
Course	Credit Hrs	Contact Hrs
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL: [c] _____ [d] _____

<u>TERM III</u>		
Course	Credit Hrs	Contact Hrs
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL: [e] _____ [f] _____

Credit Hours = [a] _____ + [c] _____ + [e] _____ = [A] _____

Contact Hours = [b] _____ + [d] _____ + [f] _____ = [B] _____

APPENDIX B

PAY CALCULATION WORKSHEET FOR EXCESS CREDIT AND CONTACT HOURS (CON'T)

III. CALCULATION OF EXCESS CREDIT HOURS

$$\text{Adjusted Credit Hours} = \frac{[A] \text{ Credit Hours} + [B] \text{ Contact Hours}}{2} = [C] \underline{\hspace{2cm}}$$

$$\text{Excess Adjusted Credit Hours} = [C] \underline{\hspace{2cm}} \text{ Adjusted Credit Hours } \textit{minus} \text{ yearly credit hour load}^* = [D] \underline{\hspace{2cm}}$$

Extra-pay Lecture course compensation, Article # 5.31 [H]

$$\text{Pay for Excess credit Hour(s)} = \frac{[D] \underline{\hspace{2cm}} - x [H] \underline{\hspace{2cm}}}{3} = [E] \underline{\hspace{2cm}}$$

IV. PAY CALCULATIONS FOR EXCESS CONTACT HOURS

$$\text{Excess contact Hours} = [B] \underline{\hspace{2cm}} \text{ Contact Hours } \textit{minus} [D] \underline{\hspace{2cm}} \text{-Excess Adjusted Credit Hours } \textit{minus} \text{ yearly credit hour load}^* = [F] =$$

Extra-pay Lab course hourly pay rate, Article #5.32 [I]

$$\text{Pay for Excess Contact Hour(s)} = [F] - \underline{\hspace{2cm}} x [I] \underline{\hspace{2cm}} - x 16 \text{ weeks} = [G] \$ \underline{\hspace{2cm}}$$

V. TOTAL PAY FOR EXCESS CREDIT HOURS AND EXCESS CONTACT HOURS

$$[E] \underline{\hspace{2cm}} = [G] \$ \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}}$$

Subtract 30 credits hours if on a 163 day contract

APPENDIX C

Annual Addendum Contracts Longer than 163 Days

Dental Assisting

Dental Hygiene

Medical Assisting

Vision Care

Criminal Justice

Fire Science

Counselors

Librarians

Appendix D

Application AND COMPLETION FORM for Faculty Professional Development

(Please use separate application for each request.)

As stated in Article 7.40 of the Collective Bargaining Agreement, within each seven year period, starting from the initial date of employment in a tenure track position, Faculty members shall complete 90 clock hours comprised of 6 semester hours of graduate and/or undergraduate study in their discipline and/or relevant instructional skill fields, or equivalent educational experiences, or a combination of the preceding. Coursework and/or equivalent educational experience should update or improve Faculty members' ability to function effectively in their discipline area. Graduate coursework in the discipline area and all Continuing Education Units (CEU's) approved by the appropriate licensing or certifying agency shall be accepted without prior approval. (The faculty member will submit attendance documentation). The other mechanisms for fulfilling the professional growth plan should be developed and tentatively approved by the Faculty member's immediate supervisor, Dean of Academic Affairs, and Vice President for Academic Affairs.

I. Name: _____ Campus: _____ Discipline: _____

My professional development seven-year cycle **begins** in _____ and **expires** in _____
year year

Graduate Coursework completed in discipline: Number of credits _____

Prior approval is not needed. Attach a copy of the grade report. Go directly to section IV.

II. Prior approval is strongly recommended for undergraduate coursework or graduate coursework outside of discipline or equivalent educational experience(s). Please provide the following information. Use additional paper where necessary. Attach supporting documents where applicable. For equivalent educational experience, 45 clock hours equates to one 3 credit hour graduate or undergraduate class.

1. # of credits/clock hours requested: _____ Graduate Credits _____ Undergraduate credits _____ Clock Hours

2. Date(s) of activity: _____

3. Description of course or activity.

4. How does the course/activity contribute to your professional development?

III. Pre-approval signatures for equivalent experiences:

Supervisor signature	Date	Recommendation Yes	No
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Dean's signature	Date	Recommendation Yes	No
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Vice President's signature	Date	Recommendation Yes	No
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IV. Certification of Completion (Attach all appropriate documentation for activities such as grade report for credit course, CEU certificate, etc.)

Hours Requested: _____ graduate hours _____ undergraduate credit hours _____ equivalent credit/contact hours

Faculty signature Date _____

Hours Completed: _____ graduate hours _____ undergraduate credit hours _____ equivalent credit/contact hours

Final Approval:

Supervisor's signature Date _____

Dean's signature Date _____

Vice President's signature Date _____

Distribution:

Original: Faculty Member (approval letter and original documentation)

Copies: 1 – *Personnel Operations* (sent through Staff Development with approval letter and copy of documentation)

1 – VPAA/VPTE file (approval letter only)

**PROFESSIONAL DEVELOPMENT PROCEDURES FOR CREDIT COURSES
OTHER THAN DISCIPLINE GRADUATE COURSES
AND/OR EQUIVALENT EDUCATIONAL EXPERIENCE (S)**

To ensure that the method by which professional development is granted for credit courses **other** than discipline graduate courses, and/or “equivalent educational experience” is as fair and equitable as possible, the following application procedures are to be used. The application should:

1. Provide a description (II-3) in support of the course work or equivalent educational experience(s) as indicated in Article 7.40 of the UFF/BCC Collective Bargaining Agreement.
2. Contain signatures of the applicant’s immediate supervisor and next level supervisor if applicable (Academic or Student Dean) before being submitted to the Vice President for Academic Affairs or Vice President for Technical Education.

APPROVAL PROCESS: All appropriate sections of the *Application for Faculty Professional Development* (Parts I-IV) must be completed by the Faculty member and submitted to his/her supervisor for approval. Academic Deans, Student Deans, and/or Department Heads will approve requests for professional development for all Faculty, including counselors and librarians. If approved, the reviewer (i.e. Academic Dean, Student Dean or Department Head) will forward the materials to the Vice President for Academic Affairs or the Vice President for Technical Education. If approved, the VPAA or the VPTE will return the original materials to the Faculty member and will notify him/her in writing of the credits awarded. The Office of Staff Development will maintain the college’s database of professional development awarded. The Office of Personnel Operations will retain the letter and copy of the support documentation in the Faculty member’s personnel file.

EVALUATION COMMITTEE: If there is a concern about the documented activities, the application will be reviewed by a committee composed of the Vice President for Academic Affairs, the Vice President for Technical Education, the Deans of Academic Affairs or Deans of Student Affairs or appropriate Department Heads. Normally, decisions shall be communicated to applicants no later than thirty (30) calendar days following receipt of the application by the VPAA/VPTE.

APPEAL PROCESS: According to Article 7.40 of the UFF/BCC Collective Bargaining Agreement, "if Faculty members are denied approval of their professional development activity, the denial may be appealed to a Faculty Professional Development Review Committee. This Review Committee will consist of **three** tenured Faculty members and, if possible, it shall reflect the appellant's academic area. The Union President shall appoint one member, the Vice President for Academic Affairs shall appoint the second member, and the first two members shall complete the Committee by choosing a third Faculty member. The recommendation of this Committee shall be submitted to the President for final resolution."

February 11, 2002

Appendix E

LETTER OF UNDERSTANDING

IN RECOGNITION OF THE COMMITMENT TO THE EFFICIENT USE AND REASONABLE TERMS OF THE SUPPLEMENTAL POSITION SYSTEM SHARED BY UFF/BCC AND THE COLLEGE, BOTH PARTIES AGREE TO FORM AN AD HOC COMMITTEE TO MEET DURING THE 2002/2003 ACADEMIC YEAR TO IDENTIFY AND REVIEW ANY ISSUES WITHIN THAT SYSTEM AND, WHEN DEEMED WARRANTED BY THE COMMITTEE, MAKE RECOMMENDATIONS ON THOSE ISSUES.

THE COMMITTEE WILL BE COMPRISED OF AN EVEN NUMBER OF MEMBERS, HALF BEING APPOINTED BY THE PRESIDENT OF THE UFF/BCC AND HALF BEING APPOINTED BY THE PRESIDENT OF THE COLLEGE

PRESIDENT
UNITED FACULTY OF FLORIDA
BROWARD COMMUNITY COLLEGE

PRESIDENT
BROWARD COMMUNITY COLLEGE

DATE

DATE