

ARTICLE 5 UNION RIGHTS

5.1 – Membership Dues (currently Article 5)

A. Subject to the restrictions set forth in the Florida Statutes, the Employer agrees to deduct from the pay of employees in the bargaining unit who authorize such deduction by way of a written wage assignment, properly written and executed and delivered to the Employer, and to transmit to the UFF-BCC, or their designee, the amount of UFF-BCC dues and assessments which are uniformly charged by the UFF-BCC to all members. The Employer will also provide the UFF-BCC with a list of the unit members from which deductions were made.

B. The Employer shall be obliged to make no more than one dues deduction from any employee's pay with respect to any single pay period.

C. If the employee involved has insufficient pay accrued with respect to any pay period to cover the full amount of dues and/or assessments charged, the Employer shall have no obligation to make a deduction for that pay period. There shall be no obligation to make deductions in order to pay dues or assessments in arrears, unless the arrears are due to past error on the Employer's part.

D. The UFF-BCC agrees to indemnify the Employer, and hold it harmless, from and against any liability, real or asserted, of any kind or nature whatsoever, to any person or party, on account of the Employer's compliance or efforts to comply with this Article.

E. It shall be the UFF-BCC's obligation to keep the Employer at all times informed, by certification of a responsible official of the UFF-BCC, of the amount of uniform dues and/or assessment deductible from employees' pay, and the Employer will accept such certification and be entitled to rely upon its accuracy.

F. Deduction authorizations shall be valid until revoked by the member with thirty (30) days written notice provided to the Union and to payroll, or until the employee terminates his or her employment.

G. The Employer will not deduct or transmit to the UFF-BCC at any time any monies representing fines, fees, penalties or special assessments except as noted in Section 5.1 A. above.

H. The obligation to commence making deductions or to stop deductions on account of any particular authorization shall become effective with the first paycheck produced following the receipt of the authorization by the Employer.

I. Written authorization to start or stop payroll deductions for UFF-BCC dues will be transmitted to the Employer using the wording in Appendix A.

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Previously: Articles 5, 3, 8, and Article 2 Section 2

5.2 – Facilitation of Faculty Relations (current language of Article 2, Section 2)

Members of the UFF-BCC bargaining team will not be required to take personal leave to participate in bargaining sessions with the Administration or to perform other required activities as explained below

A. The Administration shall allow Union representatives time to engage in activities directly relating to grievances, arbitration, the Agreement or due to an emergency, which need to be performed during their scheduled hours. Union representatives shall receive such time as is necessary to perform the activities without loss of pay. Union representatives shall notify their immediate Administrative Supervisor(s) of the need for time off for the performance of these activities, and such time shall be limited to no more than ten (10) hours to be divided among no more than three (3) representatives per week per campus.

Section B to be determined later

B. The College shall provide release time in the Fall and Spring Terms to Union representatives to engage in activities directly related to grievances, arbitration, meetings with faculty and/or administration, bargaining, or other such Union matters as may be required.

1. A minimum of three (3) credit hours release time, shall be provided in each of Fall and Spring Terms to be assigned as designated by the Union.

2. The Union shall identify to the Administration the names of those designated to receive release time no later than May 1 for Fall Term and October 1 for the Spring Term. In the event the ratification date of this contract prevents the union from meeting these deadlines, the union shall make such notification as soon as possible.

3. In those years during which full contract bargaining occurs, the College shall provide another 3 credit hours, to be assigned to the Chief Negotiator for the purpose of facilitating the bargaining process, for each semester (Spring, Summer, and Fall) for which bargaining occurs.

4. For non-instructional faculty members, time equivalent to the credit hours shall be provided as released time in the above instances.

5. Faculty members on released time pursuant to this section shall retain all rights and responsibilities as other faculty members including, but not limited to, salary increases.

C. The Union shall provide each Campus Provost and the Executive Director of Human Resources with an updated and current list of certified Union representatives at each campus within thirty (30) working days after the ratification of this Agreement and, thereafter, within ten (10) working days after the new representatives are selected each year by the Association.

5.3 – Access to Information (Current language of Article 3)

A. During the term of this agreement, the Board agrees to furnish to the UFF-BCC, upon written request, all available information which is in the Board's current possession or custody, which is

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not privileged or confidential under applicable law, and which is necessary to enable the UFF-BCC to intelligently fulfill its role as bargaining agent. This article shall not oblige the Board to make calculations or compilations, but refers only to the right to obtain existing records, and a charge not to exceed \$.10 per impression may be assessed for copies of records or documents except as noted in 5.3.C below.

B. Upon approval and ratification of the Agreement by the Board and the members of the bargaining unit, the College shall provide a copy of the Agreement to each member of the bargaining unit. Fifty additional printed copies will be provided to the UFF-BCC. The cost of reproduction and printing the Agreement will be borne equally by the College and the UFF-BCC. The College will provide a copy of the Agreement to each new member of the bargaining unit when he or she is employed or transferred into the bargaining unit.

C. The College agrees to furnish the UFF-BCC with the following items without charge:

1. The College Operating Budget and any changes thereto.
2. Information concerning the College's financial activities upon request.
3. The Annual Financial Report, concurrent with submission to the Florida Auditor General.
4. A list of bargaining unit members to include the following information for each unit member:
 - a. Basic contract length
 - b. Basic contract salary
 - c. Date of original employment
 - d. Date of faculty hire if different
 - e. Years of experience credited for salary
 - f. Date of birth
 - g. Contact information (email address, campus address, and home address) reflected in college records as of September 15 of each contract year, to the extent permitted by law
 - h. Sum of supplemental contracts
 - i. Primary teaching field (AS, AA, PSAV)
 - j. Degree (same classification as used in Appendix D)
 - k. Date of tenure award

This list will be updated as of January 15 and September 15 of each contract year. Subject to availability of information, the College will make a good faith effort to also provide in January of each contract year, the number of accrued sick leave days and the educational category of each unit member. If the information requires compilation rather than a simple listing, a fee will be agreed to prior to the information being provided.

5. The names of those faculty members who are eligible to be considered for tenure by the Tenure Committee.

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6. The names, length of appointment, and date of appointment for members of all College standing committees listed in Article 6, at the time of appointment.
7. Upon reasonable request, access to other information in accordance with the laws of the State of Florida.

8. Copies of all policies, procedures, faculty handbooks (full-time and part-time), student handbooks, and updates to such, concurrent with distribution to department heads shall be maintained on the College Web site.

D. The Administration shall, routinely and without prior request, provide to the Union the following information concurrent with its distribution to members of the Board:

1. The complete agenda for each regular and special meeting and workshop (other than Collective bargaining workshops) of the District Board of Trustees including all supporting documents; and routine faculty personnel recommendations.
2. All budgetary proposals submitted to the Board.
3. The minutes of each regular and special Board meeting and Board workshop.

E. Upon request by the UFF-BCC, the College will provide on a regular basis those minutes, reports and other public documents that are not privileged or confidential under applicable law, and which are properly identified. Charges for such documents will be at the rate set out in Section 5.3.A. All requests for information shall be presented to the Executive Director of Human Resources.

5.4 – Access to Facilities

A. The Union shall have the right to use College facilities and equipment at reasonable times when such equipment is not otherwise in use. The Union shall adhere to the appropriate Administrative Rules and Procedures for utilization of College facilities and equipment which will include completing the necessary College forms.

B. The Union shall reimburse the Administration for the actual cost of all materials and supplies used within thirty (30) days of receipt of billing. A billing account for duplicating services shall be available with access/billing codes on college photocopy/duplicating machines.

C. When billed, the Union shall reimburse the Administration for all costs associated with utilizing a College facility if the Union requests the use of a facility at a time when the facility is not normally available. However, the College President may choose not to charge the Union for the use of a facility.

D. The Union will provide each Campus Provost and the Executive Director of Human Resources with a list of all Union council members and officers who are authorized to request the use of College facilities.

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5.5 – Internal Mail Service

The Union, through agreed upon representatives, shall have the right to use the internal College mail including e-mail, to communicate with members of the bargaining unit at no cost to the Union. The Union shall have access to any and all College email distribution lists which include faculty members in the bargaining unit.

5.6 – Bulletin Boards

The Administration shall provide the Union access to bulletin boards at each campus where available.

5.7 – Union Office

The College shall provide permanently assigned office for the exclusive use of the Union, and meeting space which may be shared. The office/meeting room shall be lockable with access only to Union officers identified by the UFF-BCC President except in the event of an emergency in which case College safety and security officers may make emergency entry. The Union office will be provided a telephone line with voicemail service and will be listed in the College telephone directory.

5.8 – Access to New Faculty Orientation

If the College conducts a campus-wide or district-wide orientation for newly employed faculty, the UFF-BCC may, at its discretion, make a presentation, and provide a packet of information to be distributed with orientation materials.

5.9 – Access to Faculty

If the College conducts a campus-wide or district-wide meeting, in-service, or professional development day or event for faculty members, UFF-BCC may, at its discretion, make a presentation, and provide a packet of information to be distributed with the program materials.

In the event the Union wishes to hold a faculty meeting during such a day as described above, the College should include such information in the program of events if so requested by the Union.

5.10 – Consultation with the College President

The College President will be available to meet with the UFF-BCC to consult (not bargain) on matters of concern at a time convenient to both parties..

Tentative Agreement Date: 4/29/2009

For BCC-BOT:

For UFF-BCC:

Date

Date