

ARTICLE 6 FACULTY RIGHTS

6.1 – Bargaining Unit Member Rights

In the event the College intends to modify any right, privilege, or benefit enjoyed by the faculty, which is not specifically provided for in this Agreement, the College agrees to give notice to the Union and an opportunity to discuss any changes prior to implementation.

Nothing in this section shall preclude the Union's right to impact bargaining.

6.2 – Academic Freedom

A faculty member, whether tenured or not, is entitled to academic freedom.

A. In recognition of the principle of academic freedom at Brevard Community College the parties affirm that faculty members must be free of any arbitrary limitations on the study, investigation, presentation or interpretation of facts and ideas in any branch of learning consistent with the standards and practices of academic inquiry.

1. A faculty member is entitled to full freedom in research and in the publication of the results, subject to adequate performance of his other academic duties.

2. A faculty member is entitled to freedom in the classroom in discussing his subject, in devising and selecting teaching strategies and educational materials, and in using them to present his subject. However, he shall not introduce a controversial matter that has no relation to his subject.

B. Moreover, it is understood that faculty members are employees of a public educational institution as well as being citizens and members of a learned profession. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline. When a faculty member writes or speaks he/she must recognize the special position in the community he/she holds as an employee of Brevard Community College in that the public may judge both the faculty member's institution and profession by his/her statements. Therefore, the faculty member shall at all times strive to be accurate, to exercise appropriate restraint, to show respect for the opinions of others and in the expression of personal opinions to indicate that he/she is not a spokesperson for Brevard Community College.

C. The parties recognize that faculty members occupy a unique position of influence and respect in the eyes of their students; and we, as faculty members, further recognize our obligations to maintain at all times a professional attitude towards students.

6.3 – Textbook Selection

Recognizing that adoption of textbooks is a fundamental principle of academic freedom, faculty members shall be responsible for textbook adoptions. Once adoptions are approved, the Administration shall ensure that each faculty member is provided with a complimentary copy of the textbook(s) selected for a course. The faculty member may keep the textbook(s) or return it (them) to his/her immediate Administrative Supervisor.

A. Where feasible, textbook selections shall be a minimum of two (2) years.

1. If the faculty member is the only full-time instructor in a particular course on a given campus, he shall have the right to select the textbook for the course he is scheduled to teach.

2. If two or more sections of the course are offered on a campus and are taught by two or more full-time instructors or if the course is part of a sequence of courses that would normally use the same text, he shall have the right to serve on a campus and/or college-wide faculty committee appointed to select such texts for courses on that campus.

3. When circumstances occur that warrant a committee reconsideration of a textbook selection, the Dean with the Campus Provost's approval may make an exception to the minimum two-year requirement.

B. Where feasible, faculty members shall attempt to establish college-wide standardization of textbooks used in general education and sequential courses.

C. Custom Texts – If the faculty member is the only full-time instructor in a particular course on a given campus, who wishes to select a custom-bound textbook, he may do so provided the following conditions are met and provided that the use of custom texts does not conflict with efforts to standardize texts in general education and sequential courses.

1. The custom text is less expensive than the campus committee's selection.

2. The text covers the approved course objectives and competencies.

3. The course is regularly taught by the faculty member(s).

4. The maximum number of custom texts allowed for a single campus course is two (2).

5. A custom text must be adopted for a minimum of two (2) years.

D. Special Approved Texts – A faculty member with special needs or one who is engaged in a special project or approved experimental course on a campus may request the Campus Committee (see Article 6.3,A,2 above) to approve a text different from the committee-selected text, provided the text covers the approved course objectives.

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E. Consumable (Workbook) Texts – Consumable (workbook) texts may be selected by the appropriate campus textbook selection committee on a semester basis.

F. All textbook selections will comply with applicable state statutes.

6.4 – Right to Privacy

An employee has the right to privacy with regard to his personal and private life, including, but not limited to, religious and political activities, unless such actions are demonstrably detrimental to the College.

6.5 – Personnel Files

A. Any records that relate to a faculty member's performance or evaluation will be filed in the faculty member's Limited Access File in the Office of Human Resources. The faculty member's Limited Access File may be released by the records custodian only upon written authorization from the faculty member or the College President, or upon order of a court of competent jurisdiction. Written authorization to review a faculty member's personnel files will be filed in the personnel file.

B. No anonymous complaints shall be entered into or maintained in the faculty member's personnel file.

C. Any unit member will be permitted to inspect his or her individual personnel files in the Human Resources Department during normal business hours. A faculty member may review his/her "unofficial" personnel file at the Campus, if one is maintained. A faculty member may obtain copies of any items and/or documents in his personnel file. The administration may charge a usual and reasonable fee for providing copies.

6.6 – Intellectual Property

A. In accordance with the laws of the State of Florida, a faculty member shall have the right to ownership of all work products that relate to educational endeavors, if such products are the result of independent labors, and are not produced as a result of a specific agreement with the College. Such endeavors may include any patent rights, copyrights and royalties, as well as associated profits derived there from.

B. When products are the result of a specific agreement with the College, the Board and a faculty member may enter into an agreement to establish the percentage of ownership of trademarks, copyrights or patents for work products that relate to educational endeavors in accordance with the laws of the State of Florida.

C. Unless the contribution is substantial, faculty shall not accept royalties or other compensation from the sale of a custom text created by a publisher specifically for use at the College if that faculty was not an original author of the unmodified version of the existing edition of the text.

6.7 – Outside Employment

Faculty members may engage in employment outside of the College provided that notice of such employment is provided to the College in advance when possible, but in no event later than ten (10) business days. The President will establish administrative procedures to insure that such outside employment does not conflict with or does not reduce the capability to perform their required functions as an employee of Brevard Community College. In the event a conflict between their primary employment with the College and their outside employment does occur, the procedure will include a method for the resolution of such conflict.

6.8 – Consultant Fees

A faculty member shall have the right to any consultant fees earned which are not in violation of the laws of the State of Florida.

6.9 – Faculty Offices

A. The Administration shall provide each faculty member with a lockable office, with no more than two faculty members assigned to the same office. Each faculty member shall have a computer with Internet access, a lockable desk and at least a lockable file cabinet, a bookcase, a desk chair, and a student chair. Offices shall be located near the faculty member's classes whenever possible.

The faculty member, Union, and the College shall mutually agree to temporary exceptions to the above in the event temporary reassignments are needed for remodeling or similar purposes.

B. The Administration shall provide at least one telephone for each full-time faculty member's office. The use of telephones by the faculty member shall be in accordance with the administrative rules and procedures. Any violation of the administrative rules and procedures shall be grounds for disciplinary measures. The faculty member shall be permitted to use his office phones for collect or credit card long-distance calls that are at no expense to the College.

C. Faculty members will have unimpeded access to their offices during normal operating hours on days of normal campus operations. If access is needed after normal operating hours, the faculty member will be granted access within a reasonable time by contacting the appropriate campus security office and verification of faculty identification.

6.10 – Parking

On each campus, the Administration shall provide off-street parking facilities designated for full-time faculty and full-time staff only. The Administration shall provide these facilities free of charge and within a reasonable distance of each building where faculty offices are located. Such designation shall be for twenty-four (24) hours, seven (7) days per week. Where feasible, the Administration shall provide parking spaces as close to the building entrances as possible with a "Fifteen Minute Loading/Unloading Zone" designation. The Administration will use best efforts to keep the parking areas maintained, lighted, and protected with security.

6.11 – Enhancement of Professional Skills

The College supports efforts by faculty members to complete advanced degrees and participate in academic activities such as conferences. The granting of professional leave will be considered when requested in advance by faculty members to take examinations, defend dissertations, or make presentations to academic, professional, or community organizations.

A. Tuition reimbursement shall be pursuant to the Tuition Reimbursement Program (TRP) in effect for the 2008-2009 academic year and included in this contract by reference. Such TRP shall not be altered, changed, or modified with regard to full-time faculty without prior notification to the Union and an opportunity to bargain the change.

B. A faculty member may also attend approved seminars or workshops within the faculty member's discipline or are within an area where the College desires additional certification/training. The faculty member will be advised of the amount of approved reimbursement prior to attending; unless prior approval of the amount is obtained, no reimbursement will be made. The faculty member must provide verification of seminar/workshop attendance to qualify for reimbursement.

6.12 – Minimum Credentials

To be in compliance with the published requirements of the Southern Association of Colleges and Schools (SACS) and other accrediting agencies all instructional faculty members must satisfy the minimum credentials requirements published by these agencies.

When necessary, requirements in addition to the minimum credentials established by SACS or other accrediting agencies shall be jointly determined by the College and the Union.

6.13 – Selection of New Faculty

The College recognizes the importance of conferring with faculty in the hiring of new full-time faculty members.

A. The President will establish faculty screening committees that will be consulted prior to the hiring of new fulltime faculty members. Any such committee shall consist of full-time faculty members. When sufficiently diverse faculty members are available to serve on a screening committee for the selection of new faculty, they shall have the following credentials in the priority indicated:

1. The committee shall consist of at least four (4) faculty members the majority of whom shall be full-time, tenured faculty teaching in the same field or subject areas for which a candidate is being considered. If sufficient numbers of faculty are not available from the appropriate discipline and campus, faculty members from other campuses shall be included, as needed, to meet the majority discipline requirement. If sufficient numbers of faculty still not available to meet the majority requirement, then faculty from closely related disciplines shall be

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appointed. The Union shall be notified of the creation and membership of all faculty screening committees and may recommend additional members if needed. If the Union cannot identify additional volunteers, the College may move forward with the committee.

2. For a library faculty position, the Administration will select faculty members to serve on the screening committee from the library faculty.

3. For a counseling faculty position, the Administration will select faculty members to serve on the screening committee from the counseling faculty.

4. In the event sufficient numbers of full-time, tenured faculty members are not available, non-tenured faculty members may be asked to serve. Tenured faculty shall have priority over non-tenured faculty for an assignment to a screening committee to select new faculty.

5. Full time temporary faculty, whether grant-funded or not, shall not serve on a screening committee.

B. The committee shall function as follows:

1. The committee shall select its own chairperson.

2. The committee shall review all applications for a faculty vacancy and determine which candidates to interview.

3. The committee will interview and recommend finalists according to approved, objective criteria.

4. The committee will file a written recommendation, listing finalists alphabetically and/or by ranked preference, with the appropriate administrator concerning the employment of candidates.

5. Input from faculty screening committees will be advisory only; final decision rests with the President, who will notify the committee chairperson of his final decision. In the event this decision deviates from the committee recommendation, the President shall also provide feedback to the committee chairperson to assist in selections.

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

6.14 – Vacancies/Transfers

A. The College retains the right and responsibility for determining the number and type of faculty positions required at each campus or center, and for the selection of individuals to fill

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these positions. The College recognizes the importance of conferring with faculty in the transfer of full-time faculty members.

B. Faculty members will be assigned to one of the four campus locations: Titusville, Cocoa, Melbourne, Palm Bay, or any established centers. When a new faculty position or vacancy appears at any such location and the President intends to fill it, the faculty position will be filled by the Administration in accordance with the following guidelines:

1. Email notification of the position shall be sent to all full-time faculty members, it will be advertised in a College publication with College-wide distribution, and a copy of the Position Announcement will be furnished to the President of the UFF/BCC. All position openings at the College will be advertised by intra-college publication or by special bulletin, and by email to all employees. Currently employed full-time faculty members shall be given a minimum of five (5) business days notice of, and opportunity to apply (internal advertisement) for, a faculty position opening prior to advertising outside the college (external advertisement).

2. To request a transfer to a new or vacant full-time faculty position within the faculty member's discipline or from one discipline to another, a qualified full-time tenured faculty member shall submit a request for transfer to both the faculty member's immediate administrative supervisor and the Executive Director of Human Resources by the job close date as printed on the job posting. In the event of a transfer between disciplines, the Provost, or designee, will verify qualifications before proceeding.

3. After the close date for the internal advertisement, Human Resources will forward the request to the appropriate Campus Provost for review and approval.

- a. The transfer request shall be considered by a screening committee of faculty members. The screening committee shall be at least three (3) members and all members shall be from the campus where the opening exists.

- b. The screening committee shall make their recommendation to the Campus Provost and administrative supervisor.

- c. The Campus Provost making the transfer request decision will notify the requesting faculty member of the decision in writing within ten (10) days of the committee recommendation. If the transfer request is denied, a written explanation shall be provided with the notice.

C. If the Administration determines that it is necessary to transfer a member to a new campus or center, the Administration will first request qualified volunteers.

D. For a new or vacant full-time faculty position that is different from the faculty member's current discipline, a tenured faculty member requesting a transfer must meet the minimum

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qualifications for teaching in the new discipline and the application deadline date for applying as printed on the job posting on the College's Web site announcement.

E. When transferring from one discipline to another where there is no change in campus or center, the Provost with responsibility for the discipline being sought will retain the sole right to approve or reject the transfer request.

F. If a faculty member requests and is granted a transfer under this Section, the faculty member will not be eligible to request a transfer again for three years from the date of the transfer request.

G. Any faculty member selected for transfer must meet the educational requirements for the position.

H. If it is necessary to select a unit member for involuntary transfer, the President will assign transfer points to all unit members in the same discipline who are qualified to fill the open position. The total points accrued will be considered by the President in making its selection, with the unit member having the lowest number of points being the most vulnerable for involuntary transfer. Should the President select a unit member for transfer who has a point total greater than another qualified faculty member who is not being transferred, the President will state the reason for the selection in writing to the faculty member being transferred. A copy will be furnished to the President of the UFF/BCC.

1. Transfer points will be assigned as follows:

a. holding continuing contract 3 points

b. each year of full time academic employment at the College, ½ point up to 10 points maximum

c. completion of requirements for maintaining continuing contract, 1 point for each 6-year period

d. Academic Preparation:

Doctorate	6 points
Masters + 60	5 points
Masters + 30	4 points
Masters	3 points
Bachelors or equivalent	2 points
Less than Bachelors	1 point

e. one point for each five-mile increment of distance between the campus of proposed assignment to the unit member's domicile as of the date of the announcement of the vacancy. A maximum of 10 points is allowed.

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Section I. A faculty member selected for involuntary transfer to another campus will be given a minimum of three months notice. The Administration shall not involuntarily transfer a faculty member for arbitrary, capricious or punitive reasons, including a faculty member's refusal to accept managerial responsibilities.

6.15 – Access to College Mail

A. The College shall make its internal mail service available to each faculty member. Each faculty member will be assigned a mailbox at his home campus and will have access to his mail through mail service personnel and/or a keyed box during reasonable operating hours of the College.

B. The College will provide email account and access to each faculty member. At a minimum, email access shall be provided in the faculty member's office and via the Internet or virtual private network (VPN) from off campus.

6.16 – Committees

A. The College will maintain Standing Committees consisting of faculty and representatives from the Administration, who may be Administrators or staff members, and the faculty, as appropriate, to review and/or prepare recommendations for the College President or designee. The total number and distribution of members and terms and length of service are specified in the Appendix.

1. Administrators and staff members will not be voting members of the following faculty committees and sub-committees.

Academic Affairs

Academic Technology

Curriculum Clusters

Learning Resources

Tenure – Campus and College-wide

Professional Rank

Sabbatical Leave

Professional Development

Professional Enhancement Plan

2. Faculty will participate as voting members of the following committees.

Instructional Technology

Insurance

B. The Academic Affairs Committee will be comprised and operate as follows:

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1. All voting members of the Academic Affairs Committee will be faculty, one member plus one alternate recommended by each Curriculum Cluster.
2. Non-tenured faculty members will be recommended by the Curriculum Cluster if there are not sufficient tenured faculty members available to serve.
3. The chair of this committee will be a tenured faculty member. The chair will be granted three (3) credit hours release time from instructional duties for each major academic term. If the chair remains equally active during the Summer Term, the chair will receive three (3) credit hours at the established adjunct rate for those duties.
4. The College and UFF-BCC will mutually develop procedures for the Academic Affairs Committee and sub-committees which by reference are incorporated into this agreement and which shall be changed only by mutual agreement.

C. The Tenure Committees will be comprised and operate as follows:

1. All voting members of the Tenure Committee will be full-time, tenured faculty.
2. The chair of the College-wide Tenure committee may be granted three (3) credit hours release time from instructional duties for each major academic term during which the Tenure Committee is meeting regularly.
3. The College and UFF-BCC will mutually develop procedures for the Tenure Committee and sub-committees which by reference are incorporated into this agreement and which shall be changed only by mutual agreement.

D. Each April the President of UFF-BCC or designee shall recommend to and consult with the President or designee over the appointment of faculty members to the committees listed in paragraph A above, other than the Academic Affairs Committee.

6.17 – Legal Assistance

Legal assistance shall be provided to a faculty member when the College President or his designee determines, after investigation, that action taken by the faculty member was justifiable and occurred in the course of his employment. The specifics of such assistance will be determined by the President.

6.18 – Union Representation (Weingarten Rights)

A faculty member who is a member of the Union and who has the reasonable expectation that disciplinary action may result from a meeting with an administrator has the right to Union representation during the meeting. The decision whether to represent or accompany a faculty member who is not a member of the Union rests solely with the Union.

6.19 – Retired Faculty Members

A retired faculty member in good standing shall have privileges to use the College’s facilities such as wellness programs and equipment and library facilities (access to materials and electronic resources, checkout materials). Retired faculty members shall retain discounts for events at College-affiliated organizations as afforded to current faculty members and subject to the agreements with the College-affiliated organizations. Retired faculty members shall retain their e-mail account and e-mail access for a period of one (1) year after separation. All benefits as above are subject to and consistent with the policies applicable to regular, full-time faculty members.

Tentative Agreement Date: 4/29/2009

For BCC-BOT:

For UFF-BCC:

Date

Date