



Office of the President
Willis Holcombe Center
Phone 954-201-7401
Fax 954-201-7357

www.broward.edu

BROWARD COLLEGE

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: June 23, 2009

Place: Regular Meeting of the Board of Trustees
Broward College
Boardroom 1208, Building 33, Willis Holcombe Center
111 East Las Olas Boulevard
Fort Lauderdale, FL

Subject: Agenda Item VII -K - Proposed Final Language - 2008-2009 CBA

Attached are the summary sheets with the proposed finalized language for the Collective Bargaining Agreement between the Board of Trustees of Broward College and the United Faculty of Florida/Broward Chapter.

Board Agenda Approved: _____
Date: _____

Agenda Item VII-K
Enclosure _____

**BOARD OF TRUSTEES
AGENDA TRANSMITTAL SHEET**

To: **President Armstrong**

Date: **June 15, 2009**

From: **Edna Chun, Vice President, Human Resources & Equity**

Issue: Proposed finalized language for the 2008-2009 Collective Bargaining Agreement between the Board of Trustees of Broward College and the United Faculty of Florida/Broward College Chapter

Background/Analysis: N/A

Attached are the summary sheets with the proposed finalized language for the collective bargaining agreement between the Board of Trustees of Broward College and the United Faculty of Florida/Broward College Chapter.

- Article 5.10 Salary Compensation
- Article 5.51 Pay Dates
- Article 6.12 Health Insurance

In addition, enclosed is a chart that summarizes the recommended increases to employee contributions for the self-insured benefits plan.

Fiscal Impact:

- The fiscal impact of these changes is as follows:
- Cost of \$1000 non-recurring bonus regardless of contract length - \$413,000
 - Cost of 35-year step (2008-2009) - \$46,804
 - Cost of increasing the salary schedule by 1.00% - \$243,129

Initiating Official

Edna B. Chun

**Vice President/Provost
Dr. Edna B. Chun
VP, Human Resources & Equity**

THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Providing high quality educational programs | <input checked="" type="checkbox"/> Providing high quality services |
| <input type="checkbox"/> Providing for affordability to a diverse community of learners | <input type="checkbox"/> Providing for accessibility to a diverse community of learners |
| <input type="checkbox"/> Commitment to student achievement | <input type="checkbox"/> Commitment to lifelong learning |
| <input checked="" type="checkbox"/> Commitment to academic excellence | <input type="checkbox"/> Providing use of current technology |

BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT:

This will allow the college to continue to provide affordable health care to our employees.

Minority Firm: Yes **No** **N/A**

Broward Firm: Yes **No** **N/A**

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.

If a collective bargaining agreement has not been ratified by the beginning of an academic year, Faculty members eligible for step increases per the Faculty Salary Schedule of the operative Collective Bargaining Agreement will receive the step increases on the first pay date of the new academic year.

FACULTY SALARY SCHEDULE YEARS OF EXPERIENCE

Rank	0	1	2	3	4	5	6	7
3	33,207	34,302	35,396	36,491	37,586	38,680	39,775	40,870
3.12	34,302	35,396	36,491	37,586	38,680	39,775	40,870	41,965
3.18	34,849	35,944	37,038	38,133	39,228	40,323	41,417	42,512
2	36,491	37,586	38,680	39,775	40,870	41,965	43,059	44,154
2.12	37,586	38,680	39,775	40,870	41,965	43,059	44,154	45,249
2.24	38,680	39,775	40,870	41,965	43,059	44,154	45,249	46,344
2.36	39,775	40,870	41,965	43,059	44,154	45,249	46,344	47,438
2.48	40,870	41,965	43,059	44,154	45,249	46,344	47,438	48,533
1	43,059	44,154	45,249	46,344	47,438	48,533	49,628	50,722

Rank	8	9	10	15	20	25	30	35
3	41,965	43,059	44,154	49,628	55,101	60,575	66,049	71,522
3.12	43,059	44,154	45,249	50,722	56,196	61,670	67,143	72,617
3.18	43,607	44,701	45,796	51,270	56,744	62,217	67,691	73,164
2	45,249	46,344	47,438	52,912	58,386	63,859	69,333	74,807
2.12	46,344	47,438	48,533	54,007	59,480	64,954	70,428	75,901
2.24	47,438	48,533	49,628	55,101	60,575	66,049	71,522	76,996
2.36	48,533	49,628	50,722	56,196	61,670	67,143	72,617	78,091
2.48	49,628	50,722	51,817	57,291	62,765	68,238	73,712	79,185
1	51,817	52,912	54,007	59,480	64,954	70,428	75,901	81,375

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

V11-K

JUN 23 2009

-
- 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.
 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. In the technical areas and areas with licensure requirements, the College may credit work experience on a one for one basis.
 3. For bargaining unit members employed after 6/30/03 and effective January 1, 2004, persons who have experience teaching as an adjunct or full time temporary for BCC may be awarded one (1) year's experience for each 30 credit hours taught at BCC, such experience not to exceed one year's credit per calendar year, and not to exceed ten (10) years' experience in total.
- E. Faculty Salaries

Effective for the ~~2007-2008~~ 2008-2009 academic year, ~~for bargaining unit members employed as of 7/1/2007:~~

~~1. All Faculty base salaries will be increased by \$1,000 on the 163-day contract retroactive to July 1, 2007.~~

~~2. The salary schedule will be increased by 2.00%. (The schedule above reflects this increase.)~~

~~3. All Faculty members with adjusted salaries below the salary schedule step minimums will be raised to the new minimums.~~

1. All Faculty members employed on August 16, 2008, shall receive a non-recurring (i.e., non-base building) bonus of \$1000 regardless of contract length for the academic year.

Faculty members employed for less than the full academic year shall receive a prorated amount of the \$1,000 prorated as of their employment dates.

2. The salary schedule will be increased by 1.00% (The schedule above reflects this increase) retroactive to July 1, 2008.

3. All Faculty members whose 163-day base salaries are below the Faculty Salary Schedule step minimums after the 1% increase per 2 above shall have their 163-day base salaries raised to the new step minimums.

~~In addition, Faculty with 35 years of experience will receive a one time bonus of \$500 as part of a foundation of a longevity program.~~

F. Daily Rate of Pay

Faculty, both instructional and non-instructional, can take up to two days for non-specified professional development from their non-teaching duty days.

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 the MFA degree.

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.

VII-K

JUN 29 2009

Where 1.00 equals the extra-pay rate

Zone	Rank 1	Rank 2+48	Rank 2+36	Rank 2	Rank 3
1	0.33	0.33	0.33	0.33	0.33
2	0.67	0.67	0.67	0.67	0.67
3	1.00	1.00	1.00	1.00	1.00
4	1.33	1.33	1.33	1.33	1.33
5	1.67	1.67	1.67	1.67	1.67
6	2.00	2.00	2.00	2.00	2.00
7	2.33	2.33	2.33	2.33	2.33
8	2.67	2.67	2.67	2.67	2.67
9	3.00	3.00	3.00	3.00	3.00
10	3.33	3.33	3.33	3.33	3.33
11	3.67	3.67	3.67	3.67	3.67
12	4.00	4.00	4.00	4.00	4.00
13	4.33	4.33	4.33	4.33	4.33
14	4.67	4.67	4.67	4.67	4.67
15	5.00	5.00	5.00	5.00	5.00

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~~ by the 15th 23rd of ~~January~~ December 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~~ 2.93.2.B) 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

VII-K

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).

The administration shall request the necessary software changes so that Faculty members have the annual option either to take 18 pay checks equally distributed through the last pay date for the academic year OR to take 24 pay checks equally distributed through 12 months.

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.

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, 225 days) 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). When the contract length of a program is renegotiated to a greater number of days, current Faculty on the 163-day, 194 -day or the 213-day contracts have the right to remain on their current contracts. However, upon reduction in the contract length of a program, the college will notify the Faculty member and the UFF/BCC president by August 1st of the academic year prior to its reduction.

VII-K
JUN 23 2009

ARTICLE 6

6.00 BENEFITS

6.10 Insurance

In accord with UFF/BCC's right and obligation to bargain benefits for the Faculty, the Vice President for Financial and Human Resources shall send his/her annual recommendations concerning benefits to the UFF/BCC President. The UFF/BCC and the College will bargain those recommendations prior to the College President's presentation of his/her recommendation to the Board. Upon reaching agreement on the contract in its entirety, or at the resolution of impasse through establishment procedures, the College President will make his/her recommendation to the Board. It is expressly recognized that the Board has the right to accept or reject any recommendation.

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

The College will pay the premium for health insurance for bargaining unit members. 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 three insurance plans: an Exclusive Provider Organization (EPO) Plan, a Point of Service (POS) Plan, with an indemnity option, or a Preferred Provider (PPO) Plan, with an Indemnity Option.

The Health Insurance increase to "additional employee contribution" as proposed by the administration on January 29, 2009, shall be capped at \$700.00 annually and shall become effective on January 01, 2010, and shall remain effective until December 31, 2010. Notwithstanding the forgoing sentence, it is understood and agreed that nothing in this article or agreement precludes the College's ability to negotiate any additional changes to the College's self-funded health plan to be effective January 01, 2010.

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

VII-K
JUN 23 2009