

COLLECTIVE BARGAINING PROPOSAL



The packet contains the changes and additions to the following collective bargaining agreement items:

- A. Article XXIII, Section C: Outside Employment
- B. Article IV, Section Q: Academic Regalia
- C. Article X: Intellectual Property Rights
- D. Article XXVII, Section I: Sabbatical Leave
- E. Article XXVII, Section O: Tuition Reimbursement
- F. Appendix A: Faculty Rank
- G. Appendix B: Advancement In Rank
- H. Article VIII, Section A: Academic Rank System
- I. Appendix B: Method of Payment
- J. Appendix B: Summer Overload
- K. Appendix B, Section J: Belle Glade Travel Supplement
- L. Appendix B: Compensation
- M. MOU: Maintenance of Professional Standards

Article XXIII Accommodation With Board Rules, Policies, Etc.

Section C: Outside employment of College faculty shall be permissible providing it does not interfere with the faculty member's regular College duties, and there is no conflict of interest as defined in Florida Statute 112.313.

Should the outside employment change or should a conflict arise, the faculty member shall notify his or her immediate supervisor of the nature of the change, within one week of the change.

At the time of each faculty member's annual evaluation/appraisal, the faculty member shall verify that the scope of the outside employment has not changed, and there continues to be no conflict of interest between the outside employment activity and the faculty member's College work assignment.

Article IV Rights of Bargaining Unit Members

~~Section Q: The College will absorb 100 percent of the cost of an academic gown, mortar and hood, if purchased at the Bookstore, for each bargaining unit member on continuing contract and required to participate in commencement exercises. PSAV Instructors must have completed three (3) years of satisfactory work at the College to receive this benefit.~~

After two (2) years of satisfactory College employment, the College will provide one academic gown, mortar or tam, and hood from the Bookstore for any bargaining unit member required to participate in commencement exercises.

~~Any instructional faculty member, counselor and librarian on continuing contract, who purchase~~
Any bargaining unit member who purchases their academic regalia from outside vendors, will be eligible for reimbursement not to exceed 100 percent of the cost of the middle quality gown, mortar and hood as sold by the Bookstore.

The College will purchase only one set of academic regalia for each ~~instructional faculty member, counselor and librarian~~ bargaining unit member, even if they leave the College and are reemployed at a future time.

The college will provide rental regalia during the first two years of employment, or the bargaining unit member will wear their own regalia, to graduation.

Article X Intellectual Property Rights

~~Section A: The College encourages an intellectual environment whereby the creative efforts and innovations of its instructional faculty, counselors and librarians can be encouraged and rewarded. The College, therefore, does not claim ownership rights to the Intellectual Property created by instructional faculty, counselors and librarians in the scope of employment except where the instructional faculty, counselor and librarian has utilized substantial resources of the College in the development of the work beyond those resources commonly provided to instructional faculty, counselors and librarians for the preparation of course materials. Intellectual Property is meant to include both traditional forms of Intellectual Property such as journal articles, textbooks, syllabi, tests and class notes, as well as non-traditional Intellectual Property such as CD-ROMs, computer programs, TV courseware or other electronically recorded and disseminated materials. All such Intellectual Property remains the property of the authoring instructional faculty, counselor and librarian. However, the College retains an interest in said property by virtue of the College's assistance and support for its development production, and dissemination and, therefore, shall have reasonable access to, and use of the Intellectual Property for such purposes as instructional faculty, counselor and librarian evaluation, research, and reproduction in exercising their administrative duties. The College shall not use instructional faculty, counselor and librarian owned Intellectual Property for the purpose of displacing the instructional faculty, counselor and librarian creating the work from any employment position with the College. When the scope of the use of the Intellectual Property of instructional faculty, counselor and librarian includes instruction of students by other instructional faculty, counselor and librarian, and/or via non-traditional transmission or distribution, it shall be through mutual consent with the authoring instructional faculty, counselor and librarian, except in extenuating circumstances. The College shall have a royalty free license to use Intellectual Property of the instructional faculty, counselor and librarian for academic purposes for the term of the instructional faculty, counselor and librarian's employment with the College and for a two (2) year period after termination of the employment relationship. In the case of Intellectual Property of the College (to which the College has contributed substantial resources), the instructional faculty, counselor and librarian creating the property shall retain the right to take creative credit, to reproduce the work for his or her other academic purposes, to incorporate the work in future scholarly works, to be consulted by the College on revisions to the work prior to such revisions being made, and shall retain a royalty free license to use the work at any other non-profit educational institution for a period of two (2) years from the termination of the instructional faculty, counselor and librarian's employment with the College. In the case of all such aforementioned Intellectual Property, the College and the instructional faculty, counselor and librarian shall share equally in any net revenue earned from the sale or use of the work by outside sources.~~

Section 1. Purpose

The College and the Union have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members. In accordance with that mutual goal, the purpose of this Article is to identify ownership, uses, and rights regarding certain Intellectual Property that may be created by faculty members.

During the 2017-2018 academic year PBSC faculty and administration will develop a Joint

Intellectual Property Policy and Rights Committee that will further advance a mutually acceptable intellectual property agreement and will serve to further the college's mission. It is the intention of the parties to jointly seek technological and legal education to better prepare each side to come to this agreement. This committee shall work in conjunction with the college IT Governance committees.

These recommendations will be presented to the bargaining teams for consideration for the 2018-2019 contract negotiations. The bargaining teams are not bound by this recommendation.

Section 2. Definitions

- A. **Intellectual Property** - means any and all Copyrightable Material (including all derivative works, updates, and modifications), Inventions (whether patentable or not), Tangible Research Materials, Trademarks, Trade Names, and Trade Secrets, including but not limited to, educational materials, books, textbooks, articles, dramatic and musical compositions, poetry, fictional and non-fictional narratives, analyses (e.g., scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings; computer software, web based materials, architectural and engineering drawings, choreography, works (whether copyrightable or not), publications, compositions, discoveries, and processes.
- B. **Scholarly Work** - Scholarly and instructional Intellectual Property prepared by faculty at the College that falls within certain categories of Copyrightable Works, including, but not limited to: textbooks, class notes, classroom presentation and instructional materials, lecture notes, course handouts, overhead/PowerPoint presentations, research articles, educational courseware, recordings (video or audio), computer software, photography, web based materials, publications, choreography, research monographs, paintings, drawings, sculpture, musical compositions and performances, dramatic works and performances, poetry, fiction and nonfiction, or other works of artistic expression.
- C. **Substantial Support** - Financial, personnel, or other support provided by the College to faculty members over and above the cost of the faculty member's normal compensation, office space, technological, computer, and other College services, audio-visual services and equipment, minimal secretarial support, local telephone use, minimal office supplies, and copy services.
- D. **Work-For-Hire** - refers to any work specifically ordered or commissioned by the College in writing that is performed by a faculty member outside of the faculty member's regular work-week and for which the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.
- E. **Net Revenues** - means gross receipts of anything of value less expenses incurred in connection with the creation, commercializing and/or copyrighting or patenting of the Intellectual Property, including, but not limited to, direct costs of obtaining, securing, and

marketing copyrights or patents, indirect costs, and all reasonable attorneys' fees. For purposes of this Article, Net Revenues only include Net Revenues collected by the College.

Section 3. Sole Ownership by Faculty

The faculty member(s) shall be the sole and exclusive owner of the following Intellectual Property (s)he created, to which the College waives any and all ownership interest:

- A. Any and all Intellectual Property created without Substantial Support.
- B. Any and all Scholarly Work that is part of the faculty member's instructional assignments, regardless of the degree of support provided by the College.
- C. The parties acknowledge and agree that Section 3 shall not apply to Intellectual Property created by a faculty member under a "Work-for-Hire" agreement with the College, or to Intellectual Property created by a faculty member through grant funds obtained by the College for the creation of that specific Intellectual Property.

Section 4. Sole Ownership by the College

The College shall be the sole and exclusive owner of the following Intellectual Property, to which the faculty member waives any and all ownership interest:

- A. Intellectual Property wherein the faculty member(s) received Substantial Support from the College (except as indicated in Section 3.B., above).
- B. The college and faculty member expressly agree that a faculty member will, on college time, create a specified duty work.
- C. The faculty author has voluntarily transferred the copyright, in whole or in part to the institution. Such transfer shall be in the form of a written document signed by the faculty author.
- D. The college has contributed to a "joint work" under the Copyright Act. The institution can exercise joint ownership under this clause when it has contributed specialized services and facilities to the production of the work that goes beyond what is traditionally provided to faculty members generally in the preparation of their course materials. Such arrangement is to be agreed to in writing, in advance, and in full conformance with other provisions of this agreement.
- E. Intellectual Property created by a faculty member through grant funds obtained by the College for the creation of that specific Intellectual Property.
- F. Intellectual Property created by a faculty member for the College under a Work-For-Hire Agreement. A work should not be treated as "made for hire" merely because it is created with the use of college resources, facilities, or materials of the sort traditionally and

commonly made available to faculty members.

Section 5. Use of Intellectual Property

- A. The College acknowledges that a faculty member owns all legal rights in the Intellectual Property (s)he owns, including the right to use, reproduce, distribute, and prepare derivative works.
- B. The Faculty acknowledges that the College owns all legal rights in the Intellectual Property it owns, including the right to use, reproduce, distribute, and prepare derivative works.
- C. Either Party may use Intellectual Property owned by the other Party as authorized by law (i.e., "Fair Use").
- D. For that Intellectual Property that is owned by the College, all faculty, including the creator(s), may only use such property for instructional purposes at the College, unless otherwise agreed to in writing by the College.
- E. A faculty member who wishes to identify his or her relationship with the College with regard to any Intellectual Property (s)he owns shall seek prior approval in writing (e-mail included) from the VPAA. If the VPAA does not respond within 30 calendar days, the request shall be deemed approved.
- F. If the College wishes to use any Intellectual Property owned by a faculty member in any promotional or marketing materials of the College, the College shall seek prior approval in writing (e-mail included) from the faculty member who created the Intellectual Property. If the faculty member to whom the request was submitted does not respond within 30 calendar days, the request shall be deemed approved.

Section 6. Compensation

A faculty member(s) who creates College-owned Intellectual Property, with the approval of the College, shall be compensated by the College on one of the terms set forth below, which shall be agreed upon by the parties in writing. Payment of compensation under this Section shall not continue beyond the expiration of the statutory period of protection for any Intellectual Property.

- A. Forty percent (40%) of the Net Revenues collected by the College for each Intellectual Property created under this Article shall be set aside annually by the College and Net Revenues shall be divided equally among the faculty member creator(s) of the Intellectual Property. The faculty member co-creators may agree to an alternative distribution arrangement by providing the College with a written agreement evidencing this arrangement. The College shall have no obligation to pursue or pay uncollected Net Revenues. However, this does not preclude a faculty member from pursuing uncollected Net Revenues due to the faculty member.

B. A flat rate negotiated in advance between the College and the faculty member creator(s).

Section 7. Documentation

Prior to a faculty member's creation of College owned Intellectual Property, the College and the faculty member shall execute a written agreement that shall include an acknowledgment form identifying the compensation arrangement (See Section 6.A. and B., above) and all other material terms.

Section 8. College Joint Intellectual Property Policy and Rights Committee

In order to alleviate unnecessary disputes, and to make sound use of college resources there will be established an on-going Joint Intellectual Property Committee representing both faculty and administration.

This committee shall keep faculty and administration apprised of technological changes that will affect the legislative, contract, and policy contexts.

This committee will develop policy and perform a dispute resolution function.

The Joint Intellectual Property Policy and Rights Committee will be composed of members equally apportioned between faculty (appointed by the Union) and administration (appointed by the president or his/her designee.) The committee members shall elect a chair from among themselves each year. At the time of initial appointment or election, each member shall be designated as serving a one or two, or three year term, so that the term of one faculty committee member and one administration member will expire each year and replacements will be appointed or elected each year. After the first appointment subsequent members shall serve a three-year term, commencing on July 1 and terminating on June 30. Committee members may serve one additional three-year term.

The Committee shall monitor and review technological and legislative changes affecting intellectual property policy and shall report to relevant faculty and administrative bodies, when such changes affect existing policies.

The committee shall serve as a forum for the receipt and discussion of proposals to change existing institutional policy and/or to provide recommendations for contract negotiations.

Disputes over ownership, and its attendant rights, of intellectual property will be decided by the Intellectual Property Policy and Rights Committee.

The committee shall make an initial determination of whether the college or any other party has rights to the invention or other creation, and, if so, the basis and extent of those rights. The committee shall also make a determination on resolving competing faculty claims to ownership when the parties cannot reach an agreement on their own.

The committee will review the merits of inventions, and other creations, and make

recommendations for the management of the invention, including development, patenting, and exploitation.

If the inventors/creators disagree with the determination of the committee the dispute shall be settled pursuant to the grievance and final and binding arbitration procedures contained in this contract.

Article XXVII Benefits

Section I: Sabbatical Leave for Instructional Faculty, Counselors and Librarians

The following guidelines for sabbatical leave have been established for instructional faculty, counselors and librarians.

1. Sabbatical leave may be granted for the purpose of travel or professional academic advancement.
2. Not more than two percent (2%) of the full-time instructional faculty, counselors or librarians, in the aggregate, shall be on sabbatical leave during one fiscal year.
- ~~3. The employee must to be eligible for sabbatical leave.~~
- ~~4.~~ 3. Eligible employees are those who are in or beyond the seventh continuous year of full-time employment at the College. Once an employee has been awarded a Sabbatical Leave, an additional seven years of full-time service must accrue before that employee is eligible for a second Sabbatical Leave.
- ~~5.~~ 4. An employee on sabbatical leave may request one term of leave with one hundred percent (100%) of full pay, or two terms with seventy-five percent (75%) of full pay.
- ~~6.~~ 5. a. Those applying for sabbatical leave must, by December 1, submit to the Sabbatical Leave Committee a written outline of his/her plans, which shall show the benefit to be derived from his/her leave by the instructional program of the College.
 - b. When a sabbatical leave is taken, a written report must be completed and submitted to the Vice President of Academic Affairs.
- ~~7.~~ 6. An employee who is granted sabbatical leave must return to Palm Beach State College for one contractual year of service following such leave, or he/she will be required to repay to the College any salary paid to him while on leave. Exception to this rule may be made if both the College and the person agree to the exception. Should the person who is granted a sabbatical leave not be able to proceed with the plans for which the sabbatical leave was awarded, he/she must return to the campus for duty.
- ~~8.~~ 7. Sabbatical leave does not obviate any fringe benefits (except sick leave and annual leave) and shall begin on the first duty day of the term for which it is granted, unless the recipient requests and receives approval otherwise.
- ~~9.~~ 8. A Sabbatical Leave Committee shall be created and appointed by the President or his

designee. Any action or recommendation of the Committee will be advisory to the President.

Article XXVII Benefits

Section O: Tuition Reimbursement

All bargaining unit members who have completed a minimum of six (6) months of employment at the College are eligible to receive tuition reimbursement at the state university system rate. ~~Instructional Faculty, counselors and librarians~~ All bargaining unit members are eligible to receive a total of nine (9) semester credit hours during their contract year and three (3) additional credit hours during the summer for graduate or undergraduate courses at the junior or senior level. ~~PSAV Instructors are eligible to receive a total of nine (9) semester credit hours per fiscal year.~~

Courses must be taken at a regionally accredited four-year college or university. If a bargaining unit member takes a course(s) at a private or out-of-state four-year college or university, tuition reimbursement will be at the Florida Atlantic University (FAU) rate. In order to qualify for tuition reimbursement, the bargaining unit member must have taken the course(s) for which reimbursement is requested while employed full-time at the College, must receive a minimum of a "C" grade, and must not have received payment for the course(s) through other funding sources.

In order to receive reimbursement, bargaining unit members must submit to the Office of Human Resources within (6) months of completing the course(s) a Palm Beach State College Request for Tuition Reimbursement form, a copy of the grade report, and a copy of a paid receipt or a letter from the institution indicating the amount of payment. Funds will be dispersed upon a first come first serve basis, up to the amount budgeted for the fiscal year.

Appendix A

[The College and the Union have agreed to the titles of full-time instructional faculty, counselors, librarians and PSAV Instructors as follows:](#)

Academic Rank for Instructional Faculty, Counselors and Librarians

~~The College and the Union have agreed to the titles of full time instructional faculty, counselors and librarians as follows: (PSAV Instructors have the title of PSAV Instructor and are not part of the academic ranking system.)~~

A. Assistant Professor

1. Bachelor's degree in field of specialization or
2. In the creative or applied arts and in the specialized, professional, technical, or vocational field, present evidence of professional competency or license. This competence is based upon appropriate training and at least two years of successful experience as a practitioner in the occupational field.
3. Master's degree with major in field other than assigned teaching field.

B. Associate Professor

1. Master's degree with eighteen (18) graduate semester hours in assigned field of specialization; or its equivalent in the event the individual is pursuing a planned doctoral program in which the Master's degree is not to be awarded.
2. In the creative or applied arts and in specialized, professional, technical or vocational fields, hold a Rank II vocational certificate, or have completed the necessary prerequisites which would qualify one for a Rank II vocational certificate if it continued to be issued after June 30, 1979 and present evidence of having completed at least two years validated work experience in the field assigned or have six semester hours of vocational-technical courses and ten (10) Continuing Education Units (CEU's) approved by the department/division chairperson and the Vice President of Academic Affairs and have at least three years of full-time teaching experience in one's field at Palm Beach State College and be recommended for tenure.
3. Librarians must have a ~~Masters~~ Master's Degree in Library Science.
4. Counselors must have a Master's degree with a graduate major in guidance and counseling.

C. Professor I

1. Master's degree with a minimum of eighteen (18) graduate semester hours in field and an additional eighteen (18) graduate semester hours preferably in the assigned area of specialization (with prior approval by the Academic Dean's Council for all courses outside area of specialization). Such courses beyond the Master's degree must be taken in the consecutive ten-year period preceding the request for re-classification in rank.
2. Minimum of three (3) years of successful full-time teaching experience at an accredited secondary school or college is required; or in some field of specification required by Palm Beach State College, except that there will be no teaching experience required for instructional faculty, counselors or librarians with a Doctorate degree who meet the qualifications specified in C-1 of Assistant Professor.

3. Minimum of three (3) years of successful teaching and appropriate terminal degree in field of specialization such as M.F.A. or other terminal degree not defined under Professor III.

- ~~3.~~ 4. Administration can deny academic rank to any individual based upon appropriate cause.

D. Professor II

1. Instructional faculty, counselors or librarians must meet at least one of these educational requirements:
 - (a) Acceptance for candidacy for a Doctor's degree in the assigned teaching field as verified by a regionally accredited degree-granting institution.
 - (b) Master's degree with at least eighteen (18) semester hours in the field of specialization as assigned plus an additional forty-eight (48) semester hours in a program leading to a Doctorate degree in field other than one's specialization and accepted for candidacy for the Doctorate degree. At least twenty-four (24) of the forty-eight (48) semester hours must be in the instructional faculty, counselor or librarian's field of specialization or approved related areas. A minimum of twelve (12) of the twenty-four (24) semester hours must be in the area of specialization.
 - (c) Persons accepted into a doctorate program who do not receive a Master's degree are required to have at least forty-two (42) semester hours in their field of specialization or approved related areas. At least thirty (30) of these forty-two (42) hours must be in field.

2. A minimum of seven (7) years of successful full-time teaching experience at an accredited secondary school or college with three (3) of the seven (7) years at Palm Beach State College or a minimum of ten years full-time teaching experience is required.
3. A minimum of five (5) years of successful full-time teaching experience is required for instructional faculty, counselors or librarians with an earned doctorate who meet the qualifications in D1(a), D1(b) or D1(c) above.
4. Administration can deny academic rank to any individual based upon appropriate cause.

E. Professor III

1. Instructional faculty, counselor or librarians must meet at least one of these educational requirements:
 - (a) Doctorate in field of specialization as assigned [which may include PhD, EdD, MD, DVM, DO, DDS, JD, or equivalent terminal degree in field of specialization.](#)
 - (b) Doctorate with a major other than field of specialization to which assigned. In addition, the instructional faculty, counselor or librarian's Master's degree must include at least eighteen (18) graduate semester hours in the field of specialization and the doctorate must include at least twenty-four (24) semester hours in field or approved related areas. At least twelve (12) of these twenty-four (24) semester hours must be in field of specialization.
 - (c) Persons with a doctorate degree who did not receive a Master's degree are required to have at least forty-two (42) semester hours in their field of specialization or in approved related areas. At least thirty (30) of these forty-two (42) semester hours must be in the field of specialization.
2. A minimum of ten (10) years of successful full-time teaching experience is required at an accredited secondary school or college. Five (5) of the ten (10) years must be at Palm Beach State College or a minimum of fifteen (15) years of successful full-time teaching experience at other accredited secondary schools or colleges.
3. Administration can deny academic rank to any individual based upon appropriate cause.

[Academic Rank for PSAV Instructors](#)

A. [PSAV instructor I](#)

1. [Standard requirements commensurate with the respective accrediting body and requirements identified by the College's Academic Management Manual.](#)

B. PSAV Instructor II

1. Associates degree within field of specialization or prior approval of degree and coursework by the Academic Dean's Council for all courses outside of area of specialization; and/or certification or licensure beyond the standard credentialing for the position.
2. Minimum of three (3) years of successful full-time teaching experience at an accredited secondary school or college is required.
3. Administration can deny academic rank to any individual based upon appropriate cause.

C. PSAV Instructor III

1. PSAV Instructor III must meet at least one of these educational requirements:
 - (a) Bachelor's degree within area of specialization or prior approval of degree and coursework by the Academic Dean's Council for all courses outside of area of specialization.
 - (b) Terminal level certification or licensure in field such as Educator or Inspector level certifications or licensure or equivalent certification or licensure. Prior approval of certification or licensure by the Academic Dean's Council.
2. Minimum of six (6) years of successful full-time teaching experience is required at an accredited secondary school or college with two (2) of the six (6) years at Palm Beach State College or a minimum of eight (8) years of full-time teaching experience at other accredited schools or colleges.
3. Administration can deny academic rank to any individual based upon appropriate cause.

D. PSAV instructor IV

1. Master's degree within area of specialization or a minimum of eighteen (18) graduate semester hours within area of specialization or prior approval of degree and coursework by the Academic Dean's Council for all courses outside of area of specialization.
2. Minimum of eight (8) years of successful full-time teaching experience is required at an accredited secondary school or college with four (4) of the eight (8) years at Palm Beach State College or a minimum of ten years of full-time teaching experience at other accredited schools or colleges.
3. Administration can deny academic rank to any individual based upon appropriate cause.

Appendix B

Advancement in Rank

~~Instructional faculty, counselors, and librarians~~ [Bargaining unit members](#) promoted to another academic rank will receive additional compensation as follows:

168 day positions	-	\$1,018
210 day positions	-	\$1,273
228 day or 12 month positions	-	\$1,382

In terms of any changes in the criteria for advancement in rank, it would be appropriate (in some instances) to broaden the criteria for advancement in rank to allow graduate hours in education to be counted toward the required number of graduate hours for promotion. The current contract stipulates that for an instructional faculty, counselor or librarian to be promoted he/she must have a certain amount of the graduate hours “in-field”. Since Palm Beach State College is a teaching institution, (and employs instructional faculty who may be credentialed in fields/areas/disciplines where additional graduate hours are not available in Palm Beach, Dade or Broward counties) it is felt that graduate credits in education could (with prior approval of the Academic Deans Council and VPAA) be counted towards advancement in rank, and the absolute requirements of “in-field” graduate hours should be redefined with the inclusion of a financial incentive of 25 percent of the increment for the first third of the required hours, an additional 25 percent of the increment for the second third of the required hours, and the final 50 percent of the increment for completion of the requirements for advancement in rank.

Article VIII Academic Rank System ~~for Instructional Faculty, Counselors and Librarians~~

Section B: ~~Instructional faculty, counselors and librarians~~ Bargaining unit members desiring advice regarding acceptable degree or coursework to qualify for advancement in academic rank may contact the Vice President of Academic Affairs, who will confer with the Academic Dean's Council, to verify acceptable degree or coursework for promotional consideration consistent with the Committee for Academic Promotions' Guidelines.

~~Instructional faculty, counselors and librarians~~ Bargaining unit members who meet the criteria for advancement to a particular rank, as specified in Appendix A, must submit a complete advancement in rank application packet on or prior to August 30th for year one and prior to August 10th of each year thereafter to the Executive Director of Human Resources. The packet includes: (1) the Academic Rank Form, and (2) an official copy of the transcript (if not already on file with the Office of Human Resources). If a faculty member is graduating, the graduation date must be on or prior to August 10th to be considered for promotion, and an official degree audit of completion received by August 10th will be accepted as the transcript placeholder. The official transcript must be received by the beginning of the current academic year. When additional coursework is needed to qualify for promotional consideration, the instructional faculty member, counselor or librarian must submit an official copy of a transcript by August 10th to the Executive Director of Human Resources verifying such coursework has been successfully completed.

To qualify for promotional consideration it is understood that requirements include: (1) prior approval of degree and coursework by the Academic Dean's Council for all courses outside of area of specialization, (2) a complete advancement in rank application packet, (3) a recommendation for advancement to the higher rank by the Committee for Academic Promotions, and (4) a recommendation by the President of Palm Beach State College.

Appendix B

Method of Payment: Instructional faculty members may elect to be paid over twelve months or ~~to be paid at the end of~~ during their contract year. ~~Each year instructional faculty members must elect a method of payment. Bargaining unit members who are in their final year of DROP may elect an 18 pay option for the final year of employment.~~ The default method of payment will be contract base annual salary disbursed over 12 months.

The method of payment for faculty who choose to have their contract base annual salary disbursed only during the contract period of 2017-2018 will be as follows:

- Beginning with the new contract in August 2017, faculty will be paid as is current practice with the base salary being divided by 24. In December, after having fulfilled half of their contract, a separate lump sum check would be issued with appropriate benefit deductions.
- In January, the remainder of their contract will be paid equally over the remaining pay periods through May 15 with corresponding benefit deductions.

In contract year 2018-2019, the payment method chosen in the previous year will continue unless a change is indicated by the faculty member.

Beginning in contract year 2018-2019, the two method of payments for faculty will be as follows:

- The contract base annual salary is disbursed over 12 months.
- The contract base annual salary is equally divided over 18 checks August through May. Corresponding benefit deductions will be taken.

Appendix B

Schedule for Other Services

A. Payment for non-credit classes for instructional faculty, counselors and librarians when not a part of the instructor's regular load is as follows:

Assistant Professor	\$28.99 per hour
Associate Professor	\$30.46 per hour
Professor I	\$31.90 per hour
Professor II	\$34.81 per hour
Professor III	\$36.25 per hour

B. Providing the contract is ratified by January 1, 2015, overload points will be paid the per load factor of 5.90. If the contract is not ratified by January 1, 2015, the overload rates will be effective the first day of classes for the summer semester 2015.

Assistant Professor	\$37.18 per hour
Associate Professor	\$39.64 per hour
Professor I	\$41.63 per hour
Professor II	\$44.60 per hour
Professor III	\$47.10 per hour

Beginning August 16, 2015, overload points will be paid the per load factor of 5.90.

Assistant Professor	\$38.30 per hour
Associate Professor	\$40.83 per hour
Professor I	\$42.88 per hour
Professor II	\$45.94 per hour
Professor III	\$48.51 per hour

Beginning August 16, 2016, overload points will be paid the per load factor of 5.90. The overload rates will be increased by a minimum of 2%, with a reopener as stated in Article XXXV.

Teaching duties performed beyond a 168-day contract will be paid at the overload rate. An example of how overloads are calculated is as follows: 5.90 (per load factor) x 9 points (amount of points for a 3 credit class) x \$39.64 (hourly rate for an associate professor) = \$2,104.88 (overload amount).

Effective for all summer terms that begin after the ratification of this contract, summer classes for 168-day faculty are currently paid at the appropriate overload rate. The calculation for the overload rate is based on 51 hours that typically includes 48 hours of in-class time. All 168-day faculty who teach an overload in any summer term would receive the appropriate overload rate plus a supplemental pay as follows:

2 credit hour course: \$170

3 credit hour course: \$250

4 or more credit hour course \$335

Appendix B

Schedule for Other Services

J. Bargaining unit members who are assigned to teach on the Belle Glade campus and use their vehicle to travel to and from the campus, will receive a mileage stipend as shown below.

Mileage Stipend Chart

<u>One-Way Mileage</u>	<u>Roundtrip Stipend</u>
<u>0-15</u>	<u>Not Applicable</u>
<u>16-35</u>	<u>\$10</u>
<u>36-50</u>	<u>\$15</u>
<u>51 and over</u>	<u>\$20</u>

The stipend is based on the number of days a faculty member is scheduled to teach at the Belle Glade campus.

Example: Instructor teaches 80 days in a term and travels 41 miles one way. The Mileage Stipend amount is calculated as follows:

$$80 \text{ days} \times \$15 = \$1,200 \text{ for the term}$$

Submit the mileage form in the beginning of each term. The mileage stipend will be paid throughout the term.

Appendix BCompensation for 2017-2018 Contractual Year

	168 DAY SCHEDULE			12 MONTHS		
Assistant Professor	\$41,756	\$73,708	<u>\$76,871</u>	\$49,228	\$91,574	<u>\$95,500</u>
Associate Professor	\$43,555	\$86,484	<u>\$90,195</u>	\$51,354	\$107,377	<u>\$111,984</u>
Professor I	\$44,997	\$88,986	<u>\$92,804</u>	\$53,052	\$109,526	<u>\$114,225</u>
Professor II	\$46,048	\$91,380	<u>\$95,301</u>	\$54,294	\$113,446	<u>\$118,314</u>
Professor III	\$47,110	\$93,783	<u>\$97,807</u>	\$55,546	\$116,440	<u>\$121,436</u>

	210 DAYS			228 DAYS		
Assistant Professor	\$43,166	\$80,074	<u>\$83,510</u>	\$46,764	\$86,935	<u>\$90,665</u>
Associate Professor	\$44,940	\$93,959	<u>\$97,990</u>	\$48,787	\$102,010	<u>\$106,387</u>
Professor I	\$46,421	\$96,673	<u>\$100,821</u>	\$50,404	\$104,958	<u>\$109,461</u>
Professor II	\$47,503	\$99,269	<u>\$103,528</u>	\$51,577	\$107,784	<u>\$112,405</u>
Professor III	\$48,602	\$101,886	<u>\$106,258</u>	\$52,765	\$110,622	<u>\$115,368</u>

	12 MONTHS		
PSAV Instructor	\$38,077	\$75,524	<u>\$78,761</u>

1. Calculations for the salaries of librarians, counselors or the Assistant Librarian who work less than 12-month schedules are based upon the daily rates of a 12-month schedule times the number of duty days actually being worked.

2. The top of all salary grades will be increased by the increase in the Consumer Price Index (CPI) in South Florida, measured from April to April of each year.

~~3. Effective with the first payroll after ratification of this contract, the base annual salary of all bargaining unit members hired on or before June 30, 2014 will be increased by 3%.~~

~~4. Effective with the first payroll of contractual year 2015-2016, the base annual salary of all bargaining unit members hired on or before June 30, 2015 will be increased by 3%.~~

~~5. Effective with the first payroll of contractual year 2016-2017, the base annual salary of all bargaining unit members hired on or before June 30, 2016 will be increased by a minimum of 2%.~~

3. Effective with the first payroll for the 2017/2018 academic year (pay date 8/31/2017), the base annual salary of bargaining unit members will be increased based upon their longevity at the college as shown below. This will be based upon hire date as full time faculty as of 6/30/2017.

For those hired between:

<u>7/1/2011 and 6/30/2017</u>	<u>4%</u>
<u>7/1/2006 and 6/30/2011</u>	<u>5%</u>
<u>7/1/2001 and 6/30/2006</u>	<u>5%</u>
<u>7/1/1996 and 6/30/2001</u>	<u>4%</u>
<u>7/1/1991 and 6/30/1996</u>	<u>2%</u>
<u>On or Before June 30, 1991</u>	<u>1%</u>

4. On September 15, 2017, a one-time stipend of 3% will be made to all bargaining unit members hired on or before June 30, 2017. This stipend will be eligible for Florida Retirement System calculations. This stipend will not be added to the bargaining unit member's base pay.

MEMORANDUM OF UNDERSTANDING

In an effort to promote harmonious labor relations the Palm Beach State College (“PBSC”) and the United Faculty of Palm Beach State College (“UFPBSC”) hereby enter into this Memorandum of Understanding and state the following:

1. Bargaining unit members and administration share an interest to develop a culture centered on student achievement, one that consistently leads professors to advance their practice to significantly improve student learning. We share an interest to create a Faculty Development Program that seeks to support all bargaining unit members as they expand their professional practices and examine their ongoing development.

2. During the 2017-2018 academic year, PBSC faculty and administration will develop a framework and action plan for a Faculty Development Program that will build upon the success of the current Professional Teaching and Learning Center. This plan will include defining “essential competencies” that will serve as agreed-upon professional standards. It is the intention to have these essential competencies form the cornerstone of a comprehensive faculty development program and continuing contract process.

3. These recommendations will be presented to the bargaining teams for consideration for the 2018-2019 contract negotiations. The bargaining teams are not bound by this recommendation.

Palm Beach State College

United Faculty of Palm Beach State College

By: _____

By: _____

Date: _____

Date: _____