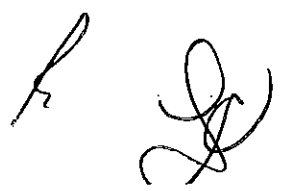


Article XX Transfers

Section A: If a position in the bargaining unit becomes vacant on any campus or center it will be announced ~~in Perspectives and/or~~ through an electronic posting to all bargaining unit members unless the position is available due to an unexpected medical problem with a current employee, a late resignation or retirement or a similar emergency situation which requires the filling of a position in such a short time period that an announcement is not feasible.

If one or more positions are being transferred (e.g., from the Lake Worth Campus to another campus or center), announcement of requests for transfers will be included ~~in Perspectives and/or~~ through an electronic posting to all bargaining unit members, or transfer requests will be announced at the appropriate departmental meeting.

~~No~~ Instructional faculty may request to transfer to another campus before they achieve continuing contract after the completion of three (3) years of satisfactory evaluations and continuous full-time teaching at the College, unless the transfer is requested by the Administration. The Administration will retain the sole right to select or reject any personnel interested in being promoted, reclassified or transferred to another position. The Administration reserves the right to reject bargaining unit members who requested such transfers, and to assign other bargaining unit members if in its judgment the bargaining unit member requesting such transfers would not satisfy the needs of the educational program.

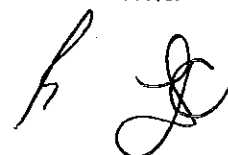


Article XXVII Benefits

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, ~~or health restoration if the employee does not have accumulated sick leave in a sufficient amount to take care of the health problems.~~
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 be on continuing contract to be eligible for sabbatical leave.
4. 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. 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. ~~a. Except for emergency health reasons, those~~ 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. 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. 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. 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.



Section J: Educational Leave for PSAV Instructors

The following guidelines for educational leave have been established for PSAV Instructors.

1. Educational leave may be granted to no more than one full-time PSAV Instructor at a time and no employee may be granted educational leave for more than one calendar year (Fall, Spring and Summer). Supervisors must initiate the process by providing detailed information regarding the benefit to the College by the employee obtaining a degree.
2. The leave will be a full leave of absence at 50% of the employee's annual salary. The amount typically paid by the College for employee's health and dental insurance, life insurance and long-term disability will continue to be paid by the College. Any premium or benefit which is deducted through payroll may be continued; however the employee will be responsible for the deductions. Annual and sick leave will not accrue during the employee's absence.
3. Funding for the employee's salary while on educational leave will be paid from Staff and Program Development (S&PD) funds. Approval for educational leave will be granted in the Spring to begin the following Fall.
4. The President or designee will appoint an Educational Leave Committee. Any action or recommendation of the Committee will be advisory to the President.
5. In order to be eligible, a nominated employee should be within one year of completing a degree and have completed seven years of continuous full-time employment. A full-time course schedule (at least 12 hours) per semester must be maintained while on educational leave. The educational institution attended must be accredited by one of the seven regional accrediting organizations.
6. Application Process: The application must be submitted to the Vice President of Academic Affairs by March 1, and must include the following:
 - (1) Detailed report of the benefit to the College.
 - (2) Synopsis of educational plans or career path.
 - (3) Degree audit from an advisor at the institution the employee will be attending.
7. Upon completion of educational leave:

The employee must submit to the Vice President of Academic Affairs, or designee, a report of the work accomplished, credits earned and degree awarded during the leave. The supervisor must submit objectives and goals to be followed as a result of the employee's

completion of the degree. These reports must be submitted within 45 days after completion of the educational leave.

8. An employee granted educational leave must return to Palm Beach State College for three years of service following such leave, or will be required to repay to the College any salary earned while on leave. Repayment will be prorated based on amount of time worked after completion of leave and will be determined by the time the employee was away from the College:

Employees granted three semesters:

Time completed Amount of repayment

Less than 1 year 100%

1-2 years 75%

2-3 years 50%

Employees granted two semesters:

Time completed Amount of repayment

Less than 1 year 100%

1-2 years 50%


Employees granted one semester:

Time completed Amount of repayment

Less than 1 year 100%

Extenuating circumstances will be reviewed individually by the President or designee.

9. Should the employee not be able to proceed or continue with the plans for which the leave was awarded, the employee must notify the supervisor.



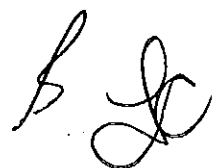
Article VIII Academic Rank System for Instructional Faculty, Counselors and Librarians

Section A: Salary schedules and other compensation schedules published pursuant thereto are approved for bargaining unit members.

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

Instructional faculty, and counselors and librarians who meet the criteria for advancement to a particular rank, as specified in Appendix A, ~~may apply by~~ must submit a complete advancement in rank application packet on or prior to August first 10th of each year to the Executive Director of Human Resources, , who will advise them as to the procedures for seeking advancement. 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.

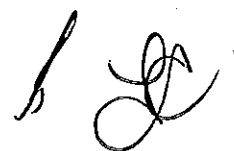
To qualify for promotional consideration it is understood that requirements include: (1) a ~~recommendation in writing to the Executive Director of Human Resources for advancement either by the instructional faculty, counselor or librarian's or the administrator or supervisor who evaluates such bargaining unit member, 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, (2) (3) a recommendation for advancement to the higher rank by the Committee for Academic Promotions, and (3) (4) a recommendation by the President of Palm Beach State College. When additional course work is needed to qualify for promotional consideration, the instructional faculty member, counselor or librarian must submit an official copy of a transcript to the Executive Director of Human Resources verifying such course work has been successfully completed.~~



Attachment D

Article IV Rights of Bargaining Unit Members

Section 5: Instructional faculty, counselors and librarians may be awarded continuing contracts, multiple year contracts, or annual contracts according to the provisions of State Board of Education Rules. The College retains the sole discretion to determine the number of continuing contract eligible employees it will recommend and/or approve for continuing contracts, multiple year contracts or annual contracts.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of a first name and a last name, possibly 'S. J.' or similar.

Attachment E

I Maintenance of Professional ~~Contract~~ Standards (MOPS)

Issue: In 2002 the administration withdrew Article XXXI of the CBA relating to MOPS. This was withdrawn not because it was a bad idea, but rather because it was dated, poorly written and difficult to monitor, not to mention that certain disciplines had a more difficult challenge to achieve the required MOPS.

We believe most faculty maintain "currency" in their discipline but like anything else there is both value in accounting for this "currency" and having criteria that defines what would be considered being "current".

We propose a MOU to establish a faculty and administrative task force that will begin to immediately review and discuss MOPS and if possible make joint recommendations to both the administrative and union bargaining teams to address: Maintenance of
I ~~Continuing Contract~~ Professional Standards.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several loops and a long horizontal stroke.

Attachment F

2014/15

A three (3) percent increase upon ratification for all unit members hired before June 30, 2014.

A three (3) percent increase to overload rates beginning January 1, 2015 provided the contract is ratified by then. Otherwise the increase will go into effect the first day of classes for the ~~fall~~ semester 2015, in addition to the overload increase for 2015/16. ^{Summer}

2015/16

A three (3) percent increase for all unit members hired before June 30, 2015.

A three (3) percent increase to the department chair, overload and club advisor rates

2016/17

A two (2) percent increase for all unit members hired before June 30, 2016.

A two (2) percent increase to the overload rate

2016/17 Reopeners

Additional compensation for 2016/17

MOPS

Greg Auer

[Signature]