

Agreement between the District Board of Trustees  
of Palm Beach State College and the United Faculty  
of Palm Beach State College



July 1, 2010—June 30, 2011



# TABLE OF CONTENTS

Article	Title	Page
	Preamble .....	3
Article I	Recognition .....	3
Article II	Definitions .....	3
Article III	Union Rights .....	4
Article IV	Rights Of Bargaining Unit Members .....	5
Article V	Unit Employees To Cooperate As To Sanitation And Safety .....	8
Article VI	Bargaining Unit Members To Assist Board In Discharging Its Responsibilities .	9
Article VII	Bargaining Unit Members To Disclose Information.....	9
Article VIII	Academic Rank System .....	9
Article IX	Replacement/Substitute Pay .....	10
Article X	Intellectual Property Rights .....	10
Article XI	Union Activities During Work Day Or Week, Emergencies .....	11
Article XII	Work Hours.....	12
Article XIII	Weekend Class Assignments.....	12
Article XIV	Mid-Term Grade Procedure .....	12
Article XV	Travel Expenses .....	13
Article XVI	Assigned Work Locations.....	13
Article XVII	Co-Curricular Duties.....	13
Article XVIII	Academic Freedom And Correlative Obligations .....	13
Article XIX	Terminations For Cause.....	14
Article XX	Transfers.....	14
Article XXI	Time Accounting .....	15

Article	Title	Page
Article XXII	Reduction In Force.....	15
Article XXIII	Accommodation With Board Rules, Policies, Etc.....	16
Article XXIV	No Strikes, No Picketing, No Conduct Adverse To The Employer's Services..	16
Article XXV	Non-Bargaining Consultations.....	16
Article XXVI	Employer Prerogatives.....	16
Article XXVII	Benefits.....	17
Article XXVIII	Grievance And Arbitration Procedures.....	29
Article XXIX	Procedure For Handling Complaint And/Or Charges Concerning Bargaining Unit Members.....	33
Article XXX	Suspension Of Operations .....	34
Article XXXI	Aids Statement.....	35
Article XXXII	Drug-Free Campuses.....	35
Article XXXIII	Severability .....	36
Article XXXIV	Zipper .....	36
Article XXXV	Duration, Termination And Renewal.....	37
	Ratification Certificate .....	39
Appendix A	.....	40
Appendix B	.....	43
Appendix C	.....	49
Appendix D	.....	52
Appendix E	.....	53
Index	.....	55

## **Preamble**

This agreement is entered into by and between the District Board of Trustees (Board) and the United Faculty of Palm Beach State College hereafter referred to as the Union.

The mission of Palm Beach State College is to create and sustain a dynamic teaching and learning environment that provides a high-quality, accessible, affordable education, preparing students to contribute and compete ethically and successfully in a diverse global community. The Board and the Union support the College's mission. Each acknowledges the responsibility, roles, and obligations of the other toward meeting this mission.

## **Article I Recognition**

Section A: The Board hereby recognizes the Union as the exclusive collective bargaining agent with respect to all wages, hours, working conditions, and conditions of employment for all full-time instructional faculty, all full-time librarians, all full-time counselors and assistant directors of library services employed by it.

Section B: It is understood and agreed that the Union shall have the right to represent bargaining unit members in processing grievances (as defined later in this Agreement) through the grievance procedure, subject to the limitations contained in the Florida law.

Section C: The Union shall represent all members of the bargaining unit actively employed at the College or on authorized leave, so long as they continue to have employment relationships with the College.

Section D: The Board will not recognize the Union as the exclusive bargaining agent for any employees except those referred to in Section A above, in the absence of a proper certification.

Section E: If a dispute arises during the term of this Agreement as to whether any position is within the bargaining unit described in Section A, that dispute will be subject to resolution through normal legal procedures.

## **Article II Definitions**

For the purpose of this Agreement, the following definitions apply:

Section A: Board shall mean the District Board of Trustees of Palm Beach State College.

Section B: Employer shall mean the District Board of Trustees of Palm Beach State College, Florida.

Section C: The Union shall mean the United Faculty of Palm Beach State College.

Section D: Bargaining Unit shall mean the unit described in Article I, Section A.

Section E: Bargaining unit member shall mean an employee with the bargaining unit.

Section F: Full-time shall mean being assigned to duties requiring a minimum of 35 or 40 duty hours a week during any term, depending on individual contract length.

### **Article III Union Rights**

Section A: Upon request of the President of the Union, the President of the College shall supply or shall cause to be supplied any and all information to the extent required by law which may be necessary for the Union to process any grievance or complaint.

Section B: During the term of this Agreement, the Employer will not withhold from the Union (or its designated representative) any information to which it is entitled under Florida law. The Vice President of Administration and Business Services will see to it that this Section is complied with. The College will continue, as in the past, to deposit documents of interest to faculty in the library from time to time, and generally in the same manner as in the past.

Section C: All Associate Deans will upon request share with the President of the Union or his/her designee information they have at any given time concerning scheduling or tentative scheduling.

Section D: The Employer agrees that the policy of the District Board of Trustees of the College will not be applied to the Union in a manner which is discriminatory when compared with the application of the same policy to other non-College groups seeking the use of College facilities.

Section E: The United Faculty shall have the right to represent any faculty member who wishes to be represented at any scheduled meeting between the faculty member and any member of the Board or Administration, the subject matter of which is within the scope of wages, hours, working conditions, and conditions of employment.

Section F: The College will designate one bulletin board or a reasonable amount of bulletin board space on each campus exclusively for Union business, the location to be determined by the College. The Union will not have access to other campus bulletin boards.

Section G: The Union may, during non-duty hours, make general distribution of Union materials to individual faculty members on College premises. The Union will not use the College mail service, College equipment, College personnel, and/or College supplies or materials.

Section H: Representatives of the United Faculty may, at the election of the Union, be included in the process of preparing the academic calendar for the succeeding year at the same time and to the same extent as the Registrar and other individuals currently providing input to the Vice President of Administration and Business Services or other responsible individuals.

When the next required calendar has been prepared the Board's bargaining team will present it at the bargaining table, where it will be submitted to the bargaining process.

It is agreed that implementation of the calendar as developed by the Administration shall not in any event be delayed by any disagreement as to its contents. After implementation, in the absence of agreement on the entire calendar, the United Faculty may have negotiations at its request at any time, as to future calendar events subject to the provisos of the above sentence.

Section I: The Administration shall, upon no more than two requests a year, furnish the President of the Union a complete list of bargaining unit members. This list shall include each bargaining unit member's name and address.

Section J: Subject to availability, the Union shall continue to be provided a private office/ storage space on one of the College's campuses.

#### **Article IV Rights Of Bargaining Unit Members**

Section A: The parties agree and understand that each employee within the bargaining unit shall have the right to or not to freely organize, join, and support the Union for the purpose of engaging in collective bargaining and other concerted lawful activities for mutual aid and protection.

Section B: The provisions of this Agreement shall be applied without regard to race, color, creed, ethnicity, national origin, gender, sexual orientation, age, religion, marital status, veteran status, or disability in any of its employment, or education programs or activities, or legitimate Union activity.

Section C: 1. No written reprimand concerning the actions of any bargaining unit member shall be placed in a bargaining unit member's personnel folder by any administrator or supervisor unless notice of such action is given to the affected bargaining unit member at least twenty-four (24) hours in advance of the action, or unless such bargaining unit member is previously provided with the reprimand.

2. If a bargaining unit member is called to a conference or meeting with a supervisor or administrator, the bargaining unit member will be entitled upon asking to be told whether or not the meeting is intended to be disciplinary in nature.

3. None of the provisions of Article IV, Section C, shall operate to deprive any bargaining unit member of any right assured to him or her by state or federal law.

Section D: Any legal outside activity of a bargaining unit member shall not be the concern of the Board or its agents unless it adversely affects the College or the terms of the bargaining unit member's contract, or violates State Board of Education Regulations or Board Rules.

Section E: When any bargaining unit member believes that he/she is being required to work under unreasonably unsafe or hazardous conditions or to perform tasks which unreasonably endanger his/her health, safety, or well-being, the bargaining unit member shall inform the Vice President of Administration and Business Services or his/her designee in writing of the condition(s) and may suggest ways to remedy the condition(s). The Vice President of Administration and Business Services or his/her designee may seek the advice of the College's insurance carrier with reference to the condition(s). If the United Faculty concurs in writing with the bargaining unit member that an unreasonably unsafe or unreasonably endangering situation exists and if this situation is found to be unreasonably unsafe or unreasonably endangering by an expert mutually acceptable to the bargaining unit member and the Administration or, failing that, two experts, one selected by the bargaining unit member and one selected by the Administration, the Vice President of Administration and Business Services or his/her designee, shall make a reasonable effort not involving substantial expense to alleviate the condition(s). The Vice President of Administration and Business Services or his/her designee shall inform the bargaining unit member who registered the complaint and the United Faculty in writing as to the decision concerning the condition(s).

Section F: Whenever the Employer makes any change in duties or responsibilities of any faculty member, it will meet with the Union upon request to discuss any objections that the affected faculty member may have. The obligation to meet and discuss shall not, however, delay the implementation of any change, nor does it imply that the Employer's action will be modified as a result of that discussion. The Administration will inform the affected employee as soon as possible in advance of the effective dates of the change(s). Performance of new duties will not imply a waiver of any right the bargaining unit member might have under this Agreement.

Section G: Bargaining unit members shall have a right to inspect their personnel file documents in the Office of Human Resources. Copies of such documents will be made available to such faculty members at a cost of 15 cents per page.

Section H: Promptly after receiving such information the Director of Resource and Grant Development will place in the *Perspectives* notices of grants which are available to faculty members.

During the sessions of the State Legislature, information concerning bills relating to community colleges will be placed in the library as the information becomes available and is received.

Section I: The Administration will entertain requests from pairs of faculty members with relatively equal qualifications to exchange teaching assignments on a full term basis. Approval of such requests will not be unreasonably withheld.

Section J: All Associate Deans will, upon request, share with bargaining unit members whatever information they have at any given time concerning scheduling or tentative scheduling.

Section K: Full-time teaching faculty assignments for each term shall ordinarily be made before adjunct faculty assignments are made. This procedure shall, however, yield to operational considerations on the basis of administrative discretion.

Section L: When bargaining unit members are assigned to an evening class as part of their regular load, the Administration will make a good-faith but non-mandatory effort to avoid scheduling bargaining unit members for classes starting at 7:30 a.m. or earlier the next morning.

Section M: The right to apply for, receive equal procedural consideration for, and/or hold a faculty position at the College shall not be denied a qualified professional person solely because a member of his/her immediate family is already employed at the College. However, the College will not employ a person in a position where he/she will either supervise or be supervised by a member of his/her immediate family.

Section N: The observation report of non-tenured faculty must contain a conclusionary statement either positive or negative of the observed classroom or duty performance. All classroom or duty observations performed by Associate Deans or supervisory administrators and evaluations by same shall be discussed with the faculty member and signed by him/her acknowledging discussion prior to being placed in his/her file. Any written evaluations may be answered by the faculty member within fourteen (14) working days of signature by the faculty member, and such answer shall be attached to the evaluation in the file. Nothing in this Agreement or in Board policies shall be construed as creating in any bargaining unit member any right to be observed or evaluated, nor shall any such observation or evaluation or assistance effort made pursuant thereto, be deemed a precondition to any personnel action. Should a bargaining unit member not meet expectations, as reflected either in the evaluation instrument or the classroom observation report, supervisory personnel shall make a reasonable effort to assist the bargaining unit member in designing a modus of improvement, upon written request by the bargaining unit member. Any actions or efforts under this paragraph shall not be subject to the grievance procedure of this contract.

Each tenured faculty member will be subject to a written evaluation by his/her Associate Dean or supervisory administrator at least once every three (3) years, which may be based in whole or part on classroom or duty observations. Such evaluation must contain a conclusionary statement, either positive or negative, and shall be discussed with the faculty member and signed by him/her acknowledging discussion prior to being placed in his/her file. Any evaluation may be answered by the bargaining unit member within fourteen (14) working days of signature by the faculty member and such answer shall be attached to the evaluation in his/her file.

Whenever classroom or duty observations are conducted by any administrator(s) for purposes of instructor evaluation, the administrator's conclusion will be reduced to writing and made known to the instructor involved.

Section O: It is declared to be, and shall continue during the term of this Agreement to be, the policy of the Board to avoid decisions the primary purpose of which is to diminish the size of the bargaining unit. This Section does not, however, create any right or cause of action in any individual unit employee, nor does it in any way or to any extent provide new or enhanced employment rights to personnel on annual contract status. A claim of violation of this Section shall give rise only to a Union grievance under Article XXVIII, and to no other right or cause of action in anyone.

Section P: The Employer shall assign the number of hours of work and the work load to bargaining unit members in accordance with Article XXI and Appendix C.

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.

Bargaining unit members on continuing contract, who purchase 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 bargaining unit member, even if they leave the College and are reemployed at a future time.

Section R: Nothing in this Article or this Agreement shall be construed, standing alone, as creating in any bargaining unit member not on continuing contract status any property right in his/her job or any right or improved prospects for continuing contract status.

Section S: Full-time faculty are eligible for continuing contracts according to the provisions of State Board of Education Rules.

## **Article V Unit Employees To Cooperate As To Sanitation And Safety**

Section A: The employer shall at all times have the right and prerogative to require the affirmative cooperation of all bargaining unit members in keeping all premises and facilities safe, sanitary and clean. This does not mean that bargaining unit members are to perform janitorial services.

Section B: Custodial and Maintenance Services/Non-interference

The Employer will make a reasonable effort to schedule routine maintenance and custodial services so as not to interfere with classes in session. Complaints concerning these activities shall be brought to the attention of the Director of Facilities for rectification. Emergency conditions shall be the exception.

Section C: Temperature Control

The Employer will make a reasonable effort to maintain the existing temperature control equipment in buildings where bargaining unit members work so that it will and does function properly during periods when the College is in session and when the offices are open.

**Article VI Bargaining Unit Members To Assist Board In Discharging Its Responsibilities**

Section A: The Employer shall at all times have the right and prerogative of requiring the affirmative, full and complete cooperation of all bargaining unit members in assisting it to be and remain in compliance with all laws and regulations to which it is or may be subject.

**Article VII Bargaining Unit Members To Disclose Information**

Section A: The Employer shall at all times, and subject to any constitutional or other lawful privileges that may exist and be invoked and supported by the bargaining unit member, have the right and prerogative of requiring any bargaining unit member to make available to its administrative officials any information which he/she may possess and which is necessary to enable or assist the Board and/or Administration in carrying forward or carrying out the normal functions of the College.

**Article VIII Academic Rank System**

Section A: Salary schedules and other compensation schedules published pursuant thereto are approved.

Section B: Bargaining unit members desiring advice regarding acceptable course work to qualify for advancement in academic rank may contact the Chairperson of the Committee for Academic Promotions or the Executive Director of Human Resources to verify acceptable course work for promotional consideration consistent with the Committee for Academic Promotions' Guidelines.

Bargaining unit members who meet the criteria for advancement to a particular rank, as specified in Appendix A, may apply by August first of each year to the Executive Director of Human Resources, who will advise them as to the procedures for seeking advancement.

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 faculty member or the faculty member's administrator or supervisor who evaluates the bargaining unit member, (2) a recommendation for advancement to the higher rank by the Committee for Academic Promotions, and (3) a recommendation by the President of Palm Beach State College. When additional course work is needed to qualify for promotional consideration, the faculty member must submit an official copy of a transcript to the Executive Director of Human Resources verifying such course work has been successfully completed.

## **Article IX Replacement/Substitute Pay**

Section A: The parties agree to the following provisions relative to payment of instructional personnel, as otherwise provided for under current Board rule, for work outside of the individual's regular load a replacement or substitute for other instructional personnel:

1. Wages shall be paid in accordance with salary schedule contained in Appendix B.
2. Payment to instructional personnel for replacing or substituting for other instructional personnel shall be made beginning the first day of replacement or substitution.

## **Article X Intellectual Property Rights**

Section A: The College encourages an intellectual environment whereby the creative efforts and innovations of its faculty can be encouraged and rewarded. The College, therefore, does not claim ownership rights to the Intellectual Property created by faculty members in the scope of employment except where the faculty member has utilized substantial resources of the College in the development of the work beyond those resources commonly provided to faculty 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 faculty. 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 faculty evaluation, research, and reproduction in exercising their administrative duties. The College shall not use faculty-owned Intellectual Property for the purpose of displacing the faculty member creating the work from any employment position with the College. When the scope of the use of the Intellectual Property of faculty includes instruction of students by other faculty members, and/or via non-traditional transmission or distribution, it shall be through mutual consent with the authoring faculty, except in extenuating circumstances. The College shall have a royalty free license to use Intellectual Property of the faculty for academic purposes for the term of the faculty member'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 faculty member 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 faculty member's employment with the College. In the case of all such aforementioned Intellectual Property, the College and the faculty member shall share equally in any net revenue earned from the sale or use of the work by outside sources.

## **Article XI Union Activities During Work Day Or Week, Emergencies**

Section A: During the term of this Agreement, Union representatives and bargaining unit members will not engage in Union activities during the working time of any employee involved, without prior permission from the Administration. Bargaining unit members will not be interfered with or interrupted for such purposes during class time, scheduled or posted office hours, conferences, or over the objection of any individual involved.

The terms "interference" and "interruption" do not refer to normal conversation between bargaining unit members such as takes place with regard to other subjects and which does not take the attention of either away from his/her duties.

Persons not in the employ of Palm Beach State College but acting as agents, representatives, or in behalf of the Union will not approach bargaining unit members during class time, posted or scheduled office hours, or during any time when any person involved is on work time, except with the prior permission of the Administration for that encounter. "Union activities" includes, but is not limited to, solicitations with reference to union matters.

Section B: When it is necessary for a bargaining unit member to engage in Union activities directly relating to Union duties which cannot be performed other than during normal College hours, or which constitute an emergency situation, the member shall be allowed to take personal leave on an unpaid basis for this purpose, provided that no instructor shall miss more than 20 per cent of the scheduled meetings of any class that he/she is scheduled for in any term, and provided that the total time taken by all Union members hereunder shall not exceed ten (10) days in each of the Fall or Spring terms, and no days in each of the Summer A and Summer B terms.

Section C: Application for such leave shall be made as required by the applicable Board rule and the applicant shall state in the application the number of meetings of any given class that he/she has missed during the current term to engage in Union activities.

## **Article XII Work Hours**

Section A: The work week and work day shall remain as provided for by Board rules during the term of this Agreement. However, the Administration will in good faith seek to avoid undue hardships to bargaining unit members in the matter of scheduling work.

Section B: The Board reserves the right at any time and without need for further bargaining, to modify the work week for bargaining unit members, or any number of bargaining unit members, as by utilizing a four-day work week instead of a five-day work week, or as by designating work days different from those usually worked, provided that no such modification shall result in a bargaining unit member's loss of gross pay under an existing contract of employment. Should the Board elect to utilize a four-day work week, counselors and librarians will receive a thirty (30) minute lunch break included as a part of their regular daily schedule. This Section relates to Summer A and Summer B terms only.

## **Article XIII Weekend Class Assignments**

Section A: In the event that weekend classes are offered, the necessary instructional faculty, librarians and counselors will be provided and assigned in the following manner:

1. Assignments will be made from among those bargaining unit members who request weekend classes as part of their regular loads, with the Employer retaining the prerogative of determining qualifications and suitability for the particular assignments which are available.
2. Any openings which remain unfilled after assignments are made under paragraph 1, will be made from among bargaining unit members who volunteer for weekend classes on an overload basis. If the College is then unable to assign such bargaining unit member a full regular load for the term involved, the assigned weekend class will be paid as an overload.
3. The Board will not mandate weekend classes as part of any bargaining unit member's regular load due to inability to assign that person a full regular load to be performed during Monday through Friday.

## **Article XIV Mid-Term Grade Procedure**

Section A: Within one week after the close of the mid-term grading period, mid-term grades will be made available to all students for each class that the bargaining unit member teaches by either written notification or individual conference.

## **Article XV Travel Expenses**

Section A: Travel expenses will be paid to bargaining unit members under Board rules without discrimination between unit personnel and non-unit personnel, subject to any qualifications, or limitations imposed by higher authorities, by way of regulations, laws, etc., during the term of this Agreement.

## **Article XVI Assigned Work Locations**

Section A: There shall be no discrimination due to Union membership in terms of the unnecessary assignments of bargaining unit members to perform recurring, regular duties at an inordinate number of separate locations, meaning campuses or centers or other places where the College's functions are performed, away from the bargaining unit member's assigned campus.

## **Article XVII Co-Curricular Duties**

Section A: The United Faculty recognizes the right of the Employer to appoint bargaining unit members to work with any student organizations or groups.

Section B: The Employer shall continue to have the prerogative of determining the basis upon which bargaining unit members shall be compensated for performing co-curricular duties, including, but not limited to, advising a student organization, coaching and/or directing a student athletic activity, assisting and/or directing a student musical or theatrical production, by monetary supplement, by released time, or by a combination of the two methods, except for those specifically designated in Appendix B, part E, and F, Supplements for Co-Curricular Duties, and Other Supplements. Any compensation shall be for active performance of such duties only.

Section C: The active status of a bargaining unit member in the performance of such duties shall be verified by the Student Activities Committee, with right of appeal to, and subject to the approval of, the Vice President of Student Services & Enrollment Management and/or to the President of the College.

## **Article XVIII Academic Freedom And Correlative Obligations**

Section A: In recognition that faculty and students must be able to examine ideas in an atmosphere of freedom and confidence, the parties affirm: Faculty members are entitled to freedom in the instructional setting when discussing their subjects and pursuing the truth in accord with appropriate standards of scholarly inquiry, even those elements that may be deemed controversial, unconventional or unacceptable by society, to the extent that they do not violate state or federal laws. Nevertheless, faculty members will not depart significantly from

their respective areas of competence or divert substantial time to material and/or discussion extraneous to the course. Faculty members have the right and obligation to assess and evaluate student performance in a fair and reasonable manner. Faculty members are citizens, members of an educational institution, and members of an honorable and learned profession. As members of a college community they must be free to evaluate, criticize, and advocate their personal views concerning the policies and programs of the college; however, such advocacy should be exercised responsibly and in a spirit of collegiality. When a faculty member communicates, he/she must recognize the special position in the community he/she holds as an employee of Palm Beach State College in that the public may judge both the faculty member's institution and profession by his/her statements.

Section B: The parties, therefore, recognize and affirm the Board's authority and prerogative to regulate the instructional setting and professional conduct of bargaining unit members, and to take steps appropriate to implement its responsibilities as prescribed in this Section.

## **Article XIX Terminations For Cause**

Section A: The parties hereby subscribe to and agree to be bound by Rules 6Hx-18-5.44, 6Hx-18-5.45, and 6Hx-18-5.48 of the Human Resource Board Policies.

Section B: The parties further agree that a bargaining unit member shall be obliged to pursue those remedies provided in the Rules referred to in Section A above, and only those remedies, with regard to all actions, situations and circumstances coming within the purview of such Rules.

Section C: Whenever the Rules referred to hereinabove permit a bargaining unit member to be represented by counsel, this shall be construed as including representation by the Union.

Section D: The District Board of Trustees shall not operate to deprive any person of any right assured to him/her by State Board of Education Regulation 6A-14.411, subsections (4) or (6).

## **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 full-time faculty 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 faculty 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 faculty, or transfer requests will be announced at the appropriate departmental meeting.

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 faculty members who requested such transfers, and to assign other faculty members if in its judgment the faculty requesting such transfers would not satisfy the needs of the educational program.

## **Article XXI Time Accounting**

Section A: Teaching faculty shall be on duty thirty-five (35) hours a week, excluding lunch, except as provided in Section D of this Article. Instructional faculty shall schedule a minimum of twenty-five (25) hours each week, which shall consist solely of classroom contact, student advising and office hours. Remaining duty hours to fulfill the required thirty-five (35) hours a week shall be spent conducting college business (which includes but is not limited to preparation for classes, meeting attendance, grading assignments and the like). The Administration recognizes that it is the proper function of teaching faculty to schedule office hours and also a minimum one-half hour lunch period during each duty day, having due regard for the principle that service to the student is of first importance. This recognition does not deny the Administrator's right to require modification of this schedule for good reason stated to the faculty member.

Section B: Librarian and counseling faculty shall be scheduled to be on duty for a minimum of 35 to 40 hours a week, depending on individual contract length. All scheduled duty, including a minimum of one-half hour lunch period each duty day, is subject to the Administrative right provided in Section A.

Section C: Each bargaining unit member shall be responsible for accounting to the Employer for all duty time.

Section D: Bargaining unit members who are assigned to teach an evening class (any section of a course which is regularly scheduled to meet at or after 6:00 p.m.) as part of their normal full load shall be credited with two and one-half clock hours of their weekly scheduled time for each meeting of the class which requires a second trip on the day of the class. If the bargaining unit member's normal duty assignment is performed on the Lake Worth Campus, Palm Beach Gardens Campus or Boca Raton Campus, and if he or she is assigned to the Belle Glade Campus as a part of his or her normal full load, he or she shall be credited with four clock hours of weekly scheduled time for each meeting of the class. These hours shall be in addition to the actual hours of the class meeting.

## **Article XXII Reduction In Force**

Section A: One month prior to any systematic reduction of the number of employees in the bargaining unit brought on for any reason, the criteria for such reductions shall be subject to discussion between the United Faculty and the Employer. During the period of one month

following the notice to the Union of the intent to reduce force, the Employer agrees to meet at reasonable times and places for such discussion. However, the Employer shall not be obligated to delay the making or implementation of any decision to reduce staff after the one month discussion period, although it may rescind or modify such actions on the basis of its consideration of matters presented by the Union at the discussions.

Section B: The discussions provided for herein are not intended to be collective bargaining in the legal sense, and statutory impasse resolutions will therefore not be applicable.

Section C: This Article will not apply to terminations or severances for cause, or to non-renewals of contracts on the basis of considerations relating to the individual involved, but only to general reductions in force arising out of economic or operational considerations.

### **Article XXIII Accommodation With Board Rules, Policies, Etc.**

Section A: This Agreement shall take precedence over any Board of Trustees policy or rule with which it is expressly in conflict. However, no such conflict shall be found by implication or because of secondary effect, and Board policies and rules shall be presumptively controlling, with the party contending otherwise to have the burden of showing a clear and unavoidable conflict.

Section B: The College agrees to furnish each bargaining unit member a copy of each change in Chapter 5 of the Board rules, within a reasonable time of its adoption by the Board.

### **Article XXIV No Strikes, No Picketing, No Conduct Adverse To The Employer's Services**

Section A: The parties hereto are cognizant of those definitions of, prohibitions of and sanctions against strikes and related activities set forth in Florida Statutes subsections 447.203(6), 447.501(2) (e) and (f), 447.505, 447.507 and 447.509.

### **Article XXV Non-Bargaining Consultations**

Section A: During the term of this Agreement, the Employer, through its designated representative(s) will be available to meet on a mutual consent basis with the U.F. to consult (not bargain) on any legal subject of bargaining.

### **Article XXVI Employer Prerogatives**

Section A: This Agreement shall be construed as completely setting forth all rights and obligations of the Employer, the Union, and the covered employees, rather than as a partial expression of, or basic guide to, such rights and obligations. The Employer shall have and

retain, to the maximum extent permitted by law, all of the rights and privileges, whether exercised or not, that it would have had in the absence of a collective bargaining relationship, except to the extent that it has herein agreed to express limitations upon those rights and privileges.

Section B: The provisions of this Agreement are not to be interpreted as creating waivers of employee rights emanating from any source except where the language has that effect, by express wording or by logical implication; provided that this paragraph shall not impair the right and prerogative of the Employer to take unilateral action as to aspects of wages, hours, or working conditions not governed by the various provisions of this Agreement.

## **Article XXVII Benefits**

### Section A: Annual Vacation and Terminal Leave

All twelve-month full-time employees shall be allowed annual paid vacation leave exclusive of holidays, in accordance with the following schedule:

Continuous service up to and including five (5) years)	One (1) day of vacation leave for each calendar month, or major fraction of a calendar month, of service during the vacation year.
Continuous service of more than five (5) but less than ten (10) years	One and one-fourth (1 ¼) days of vacation leave for each calendar month, or major fraction of a calendar month, of service during the vacation year.
Continuous service of more than ten (10) years	One and one half (1 ½) days of vacation leave for each calendar month, or major fraction of a calendar month, of service during the vacation year.

“Continuous service” is defined as service in a full-time position during which the employee’s employment relationship with the District Board of Trustees has been unbroken and uninterrupted. Absences due to any kind of approved leave of absence or layoff will not be deemed as breaking or interrupting continuous service, although an employee’s total continuous service credit will be reduced by the length of any unpaid leave or layoff. An employee’s continuous service, as defined above, at any Florida community or junior college other than Palm Beach State College will be added to his/her continued service at Palm Beach State College for purposes of computing entitlement to vacation leave, provided that such employee begins, or has begun, his/her full-time twelve-month employment in a position at Palm Beach State College at the beginning of the regular term next following the end of the last regular term during which he/she was employed at such other college, and further provided that the termination of his/her employment at such other college was not for cause.

“Vacation year” is defined as the year commencing with the first day, or the anniversary day of the first day, of the employee’s continuous service.

No employee shall have accumulated to his/her credit more than fifty (50) days of unused vacation leave time as of December 31 of each calendar year.

Vacations are to be taken during the vacation year next following the vacation year in which earned, unless accumulated with the limits provided above.

The scheduling of vacations shall be subject to the approval of the College Administration, which will approve requests as submitted so long as this can be done consistent with minimum disruption of the operation of the College.

Upon the termination of his/her employment with the District Board of Trustees, an employee with accumulated and unused annual vacation leave to his/her credit under the provisions of this section shall be paid for same at his/her then current rate of pay, provided that such payment shall not exceed an amount equal to thirty-six (36) days of pay at such rate for employees who have worked at Palm Beach State College for 10 years or less, and forty-four (44) days of pay at such rate for employees who have worked at Palm Beach State College for more than 10 years.

In the case of the death of such an employee, payment of his/her accumulated and unused annual vacation leave not to exceed an amount equal to thirty-six (36) days of pay at such rate for employees who have worked at Palm Beach State College for 10 years or less, and forty-four (44) days of pay at such rate for employees who have worked at Palm Beach State College for more than 10 years, at his/her then current rate of pay, shall be made to his/her beneficiary, estate, or as provided by law.

Persons employed at the College who are granted personal leave, professional leave, or sabbatical leave will not accumulate annual leave during the period for which the leave has been granted.

Section B:     Sick Leave

Any bargaining unit member who is unable to perform his/her duty at the College because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child or other close relative or other member of his/her own household and who must consequently be absent from his/her work shall be granted leave of absence for sickness by the President of the College or by someone designated in writing by him to do so.

The following provisions shall govern sick leave:

1. Extent of leave with compensation:

(a) Each bargaining unit member shall earn one day of sick leave with compensation for each calendar month or major fraction of a calendar month of service, not to exceed twelve (12) days for each fiscal year; provided that such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. Accumulative sick leave may be transferred from another Florida community college, the Florida Department of Education, the Florida university system or a Florida district school board; provided that at least one-half (1/2) of the sick leave accumulated at any time must have been established during employment at Palm Beach State College, and provided further that such transferable sick leave shall not be credited to the employee until and unless he/she procures from the former employer and furnishes in writing to the employer certification to the President of the College of the amount of sick leave that is transferable. Sick leave shall be transferable, as provided hereinabove, only where the affected employee has commenced his/her employment at Palm Beach State College at the beginning of the regular term next following the termination of this employment with the employer from whom the sick leave is to be transferred, or within two (2) years following such termination if such termination is involuntary and not for cause.

(b) Sick leave credits will not be advanced to bargaining unit members in anticipation of being earned. However, a bargaining unit member who has no credits to use due to being newly hired or having transferred to Palm Beach State College without being able to transfer any such credits will, during the first eight months of the first year of employment be entitled to apply for and receive up to eight days of paid sick leave, for reasons for which earned sick leave would be usable, and as needed due to actual illness and minus any credits earned.

The allowable advance will be pro-rated for bargaining unit members entering Palm Beach State College employment other than at the beginning of the normal contract period.

(c) Terminal pay based on sick leave in event of retirement or death. The Employer will provide terminal pay to a bargaining unit member upon the occasion of his/her normal retirement with retirement benefits under the Florida retirement plan in which such employee was enrolled while employed at Palm Beach State College, or will make payment of such terminal pay to the employee's beneficiary or legal representative if service is terminated by death, provided that such terminal pay shall not exceed an amount determined by multiplying the daily rate of pay of the employee at the time of retirement or death by one-half (1/2) of the total number of accumulated sick leave days credited to the employee as of such time.

If a bargaining unit member retires and receives terminal pay benefits based on unused sick leave credit, as provided above, all unused sick leave credit shall become invalid; however, if a bargaining unit member retires without receiving terminal pay benefits and interrupts retirement to return to employment with the College, his/her sick leave credit shall be reinstated.

(d) Terminal Sick Leave: All full time personnel employed on or after January 1, 1999 will be eligible for terminal sick leave payment for up to one-fourth of unused sick days at the time of termination with a maximum of sixty (60) days providing such personnel have completed at least three (3) years of full time college service. All other bargaining unit members who terminate, except for personnel who are discharged for cause, will be eligible to receive payment for accumulated sick leave based upon the following amounts:

(1) After completion of three (3) years of continuous full-time college service until the completion of six (6) years of service, an amount equal to 40 percent of the employee's daily salary times the number of accumulated sick leave days at the time of termination.

(2) After the completion of six (6) years of continuous full-time service, until the completion of nine (9) years of service, an amount equal to 45 percent of the employee's daily salary times the number of accumulated sick leave at the time of termination.

(3) After the completion of nine (9) years of continuous full-time service, an amount equal to 50 percent of the employee's daily salary times the number of days of accumulated sick leave at the time of termination plus 2.5 percent per year for each additional year of college service up to a maximum accumulation of 100 percent.

Such accumulated sick leave may be transferred to another Florida community college, the Florida Department of Education, the Florida University System or a Florida District school board in lieu of receiving the payment indicated above.

If service of such a bargaining unit member is terminated by death, the employee's beneficiary as designated by the employee for retirement purposes will receive such terminal sick leave payment.

2. Claim Must Be Filed: Any bargaining unit member who finds it necessary to be absent from his/her duties because of illness, as defined hereinabove shall notify the President or a College official designated by the President, if possible before the opening of the College on the day on which he must be absent or during the day, except for emergency reasons recognized by the Board of Trustees as valid. Any bargaining unit member shall, before claiming and receiving compensation for the time absent from his or her duties while absent because of sick leave (including compensable personal leave) as prescribed herein, make

and file a written "Request for Leave" form which shall set forth the day or days absent, that such absence was necessary, and that he/she is entitled or not entitled to receive pay for such absence in accordance herewith. The President or his/her designee may, as a matter of discretion, require a certificate of illness from a licensed physician or from a county health officer in cases where illness is stated as a reason for absence, as a condition precedent to payment of compensation or granting of leave.

3. Compensation: Any bargaining unit member having sufficient unused sick leave shall receive full-time compensation for the time justifiably absent on sick leave; provided that no compensation may be allowed beyond that provided herein.
4. If a bargaining unit member has missed assigned duty and accrued sick leave is used, the bargaining unit member shall not be required to work additional hours to make the time up without pay at a later date.

#### Section C: Paid Personal Leave

A bargaining unit member will be allowed to use up to four (4) days of accrued sick leave per fiscal year for personal reasons. Such leave for personal reasons shall be non-cumulative.

#### Section D: Leave for Illness In Line of Duty

Full time employees will be eligible to receive up to five (5) duty days of full compensation for on-the-job illnesses or injuries which are covered by workers compensation. Such duty days shall be paid for lost time during the waiting period prior to the time that indemnity payments begin under workers compensation law. To be eligible to collect Illness in Line of Duty payments, which shall not be deducted from accumulated sick leave, employees must file the appropriate form(s) with the Office of Human Resources.

Illness in Line of Duty of up to five (5) days shall not be paid more than one time per injury or illness or more than one time per calendar year.

#### Section E: Leave for Military Duty

Military leave shall be granted to bargaining unit members who are required to serve in the armed forces of the United States or the State of Florida in fulfillment of obligations incurred under selective service laws or because of membership in reserves of the armed forces or the National Guard. A bargaining unit member granted military leave for extended active duty shall, upon completion of the tour of duty, be returned to employment without prejudice provided an application for re-employment is filled within six (6) months following the date of discharge or release from active military duty. Following the receipt of the application for re-employment, the Board shall have a reasonable time, not to exceed six (6) months, to reassign the bargaining unit member to duty at the College. Compensation allowed during military leave shall be only as provided in Section 115.14, Florida Statutes.

#### Section F: Leave for Political Reasons

From time to time, bargaining unit members of the College exercise the privilege of running for a political office. This is highly commendable and should in no way be discouraged. It is reasonable, however, to expect that one who enters a campaign for office will have occasions when he/she must be absent from his/her duties. Any bargaining unit member who has filed to run for an office shall be required to request leave for political reasons effective on the date of the first need he/she has for being absent from his/her employment. Such request must be filed with the President at least five (5) days prior to the proposed effective date of its commencement. This leave without pay shall continue until a letter, notifying the President to the contrary, is received. Such a letter must be in the hands of the President at least thirty (30) days before the bargaining unit member wishes to return to duty. This policy does not restrict a candidate to being granted only one leave for political reasons during a campaign. Leave for political reasons is personal leave granted without compensation.

#### Section G: Leave for Maternity Reasons

Maternity leave shall include time off during pregnancy and a normal recovery period following delivery plus time off for the care of a newborn child. Time off for pregnancy will be considered temporary disability and accumulated sick leave may be used before the birth of the child and during the recovery period. The absences due to pregnancy will be treated the same as any other medical absences and individuals will advance in the salary range in the same manner as any other bargaining unit members on leave for medical reasons.

Maternity leave may be granted up to one calendar year or the end of the academic term following one calendar year.

If a bargaining unit member on maternity leave of absence wishes to return earlier than the expiration date of an approved leave of absence, she must submit such a request in writing to the President or his/her designee at least thirty (30) calendar days prior to her intent to return to full time employment. An instructional bargaining unit member on a maternity leave of absence may not return early for an approved leave of absence after the midpoint of any academic term.

#### Section H: Leave for Jury Duty

A bargaining unit member who is summoned as a member of a jury panel shall be granted leave with pay; any jury fees shall be retained by the bargaining unit member. The College shall not reimburse the bargaining unit member for meals, lodging, and travel expenses incurred while serving as a juror.

A bargaining unit member subpoenaed as a witness, not involving litigation in which he or she is a principal, shall be granted leave with pay and any witness fee shall be retained by the bargaining unit member. The College shall not reimburse the bargaining unit member for meals, lodging and travel expenses incurred while serving as a witness.

A bargaining unit member subpoenaed in line of duty to represent the College as a witness or defendant shall have his or her appearance in such cases considered a part of a normal work assignment. The bargaining unit member shall be paid per diem, if eligible, and travel expenses, and shall be required to turn over to the College any fees received from the court.

In no case shall leave with pay be granted for court attendance when a bargaining unit member is engaged in personal litigation in which he or she is a principal, however, a bargaining unit member may be granted vacation, personal or emergency leave in such cases with the approval of the President; and provided further, that a bargaining unit member who is involved in litigation as a result of action relating to the carrying out of his or her official College duties and responsibilities may be granted leave with pay for court attendance upon approval of the President.

A bargaining unit member who is required to go to court for jury duty or as a witness will complete and submit for approval a "Request for Leave" form (BA816) prior to the date of the court session(s). The bargaining unit member will write "jury/witness duty" in the "other" section of the form. The bargaining unit member will also be required to attach a copy of the summons or subpoena to the "Request for Leave" form.

Any bargaining unit member subpoenaed in line of duty to represent the College as a witness or defendant will also process a "Request for Leave" form. Such time will be considered "Temporary Duty Elsewhere".

### Section I: Sabbatical Leave

The following guidelines for sabbatical leave have been established:

1. Sabbatical leave may be granted for the purpose of travel, professional academic advancement, or health restoration if the bargaining unit member 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 bargaining unit members shall be on sabbatical leave during one fiscal year.
3. Bargaining unit members (instructors, librarians, and guidance counselors) must be on continuing contract to be eligible for sabbatical leave.
4. Eligible bargaining unit members 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. A person 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 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. A person 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: Holidays

Twelve-month bargaining unit members are scheduled to work every week day with the exception of the holiday/closed days per annum as approved from time to time by the District Board of Trustees, and with the exception of vacation days as approved by the appropriate administrator.

#### Section K: Tax-Deferred Annuity

Payroll deduction shall be provided for any bargaining unit member who wishes to enroll in a tax-deferred annuity program approved by the College.

#### Section L: Legal Services

The Employer may provide legal services for bargaining unit members who may be sued for actions which occur in performance of their assigned duties. Any bargaining unit member who feels that the Employer should consider providing such service may file a request to that effect with the President for transmission to the Board.

### Section M: Dining Room and Lounge

The College will continue to furnish faculty-staff with appropriate faculty-staff combined dining room and lounge area.

### Section N: 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 for 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. 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.

### Section O: Assigned Parking

The Employer will provide sufficient spaces to accommodate bargaining unit members. The Lake Worth Campus will no longer provide reserved individual faculty parking spaces but will provide not less than the same number of spaces for faculty in lots at the same locations as previously designated for individual reserved faculty parking spaces. As additional spaces for newly hired faculty are needed at Lake Worth Campus they will be provided with these locations. Parking areas in each parking lot at the Palm Beach Gardens Campus will be reserved for bargaining unit members and staff and will be adequate in size to accommodate faculty and staff. Palm Beach Gardens Campus faculty will be consulted as to the size and location of reserved areas.

The College shall provide a reserved parking area beginning at 6:00 p.m., Monday through Thursday, when college is in session. Such reserved areas shall be near classrooms and provide parking spaces to accommodate the vehicles of the evening faculty on each campus.

## Section P: Office Facilities

1. The Employer agrees to provide each faculty member with office space, a key to this space, a key to each classroom which he/she uses (on request), a lockable desk with chair, book storage facility, and a lockable file. No faculty member will make any of these keys available to any other person without the prior permission of his/her Associate Dean, nor will any such keys be duplicated.
2. The Administration shall have the right to require an annual key audit.
3. A bargaining unit member will be permitted to retain possession of keys to his/her office, desk, file, and work area during any term when not on active duty with permission of the President or his/her designee, which permission will be presumed and will not be unreasonably withheld without a reason stated in writing.

## Section Q: Insurance Coverage

The College shall provide and pay for the following insurance coverage.

1. Health Insurance: Group health insurance shall be provided for all bargaining unit members. Insurance is effective the first of the following month from full-time date of hire. Health insurance coverage for eligible dependents, as defined by the insurance plan, shall be available for bargaining unit members who elect such coverage. Such premiums shall be paid through payroll deductions. For purposes of this provision, the term eligible dependents shall include domestic partners.

The College will provide dental/vision coverage to bargaining unit members and will pay premiums up to \$10/month for such coverage.

2. Life Insurance: Term life insurance of one times the annual salary up to a maximum of \$50,000 shall be provided for bargaining unit members. An equal amount of accidental death and dismemberment insurance shall also be provided. Life insurance coverage shall be effective on the first of the month following thirty (30) days of employment.
3. Worker's Compensation: As provided by law unit personnel will be reimbursed for medical expenses and indemnity payments for loss of earnings in association with on-the-job injuries or illnesses. A bargaining unit member absent from duty as a result of an on-the-job illness or injury will not be entitled to receive reimbursement for more than his or her normal contractual earnings. If a bargaining unit member is reimbursed under both workers' compensation and from illness-in-line of duty or sick leave pay, such a person will be obligated to remand to the College the workers' compensation payment made to him or her.

4. The College will pay the premiums for long term disability insurance for full time personnel. Coverage for new full time personnel will begin on the first of the month following the completion of thirty days of service.

#### Section R: Retirement

Membership in the Florida Retirement System or the Community College Optional Retirement Plan (CCORP) is compulsory for all full-time personnel in budgeted positions provided, however, that those full-time personnel who are already members of either the Teachers Retirement System of Florida or the State and County Officers and Directors Retirement System may, at the individual's option, retain membership under the provisions of either system.

#### Section S: Family and Medical Leave Act of 1993

The College shall conform with the Family and Medical Leave Act (FMLA) of 1993, as amended, and the regulations promulgated hereunder by the Department of Labor.

1. In accordance with the Family Medical Leave Act of 1993 (FMLA) and amended by the National Defense Authorization Act, the College will grant up to 12 weeks of family medical leave to eligible employees within a 12-month period for the purposes outlined below:
  - (a) To care for the employee's child after the child's birth or placement for adoption or foster care within a year of the child's arrival,
  - (b) To care for the employee's spouse, child, or parent who has a serious health condition,
  - (c) For the employee's own serious health condition, or
  - (d) Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee who is a member of the National Guard, Reserve or an active duty service member called to duty in support of a contingency operation.

The College will grant up to 26 weeks of leave to eligible employees within a 12-month period for the purpose of caring for a family member (spouse, son, daughter, parent or next of kin) for the following purposes:

- (a) An active duty service member who is recovering from a serious illness or injury sustained in the line of duty.
  - (b) A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness that occurred in the line of duty for five years preceding the date of treatment.
2. Employees are eligible if they have worked for the College for at least one year and have worked at least 1,250 hours during the past twelve months. Employees may use FMLA leave on a continuous or intermittent basis during the 12-month period. The College uses a "rolling" 12-month period that begins on the first date that the employee uses FMLA leave.

3. An employee ordinarily must provide 30 days advance notice of leave when the need for such leave is foreseeable. The College requires a medical certificate and may require additional opinions (at the College's expense) to support an employee's request for FMLA leave. When leave is requested for the employee's own serious health condition, the employee must provide a fitness for duty report prior to returning to work.
4. When FMLA leave is requested to care for another person, the employee may be required to document the relationship to that person and the medical reason that necessitates the employee's care.
5. For the duration of the leave, the College will continue to provide medical, dental, and life insurance coverage at the same level of contributions and benefits as before the leave. If the employee chooses not to return to work after expiration of FMLA leave, depending on the reasons, the College may require the employee to refund insurance premiums paid by the College during the period of leave.
6. FMLA leave usage will be concurrent with other paid leave. All paid leave must be used before unpaid leave is granted.

#### Section T: Dependent Waivers

Bargaining unit members' dependents (as claimed on the employees Form 1040) may take up to four (4) Palm Beach State College tuition waived classes per semester. This does not apply to avocational, supplemental vocational, recreational/fee based non-credit courses, or courses contracted through an outside vendor. The courses must be taken on a space available basis, as determined one day prior to the end of the add/drop period. If the class is already full, Palm Beach State College shall add one additional seat to the class to accommodate the dependent, providing that the seat does not violate applicable fire codes. This shall be done once per class per semester on a first come, first serve basis. As an alternative, the eligible dependent may also register during a scheduled registration period and pay all fees. If, one day prior to the end of add/drop period, it is determined that a class has not reached maximum enrollment (or if the College can add an additional seat as identified above) the dependent may request, in the prescribed manner, a refund for paid tuition.

The employee must pay all fees beyond tuition, including registration, special/lab, and other fees.

If the dependent does not successfully complete a course(s), does not meet audited course(s) attendance requirement, withdraws from a course(s), or if the employee transfers to part-time employment, or leaves employment before the course(s) is completed, the employee is required to reimburse the College for the cost of the course(s) taken by the dependent.

If the dependent does not receive a grade of "C" or better, ("S" or "X" for audit), the employee will be responsible for repayment of the course(s). Anyone not meeting the grade requirement due to extenuating circumstances may appeal the repayment in writing to the Refund Appeals Committee.

If the employee is required to repay the College for any reason under this policy, the College will bill the employee. In the event the fees are not paid in a timely manner, the College will withhold the amount from the employee's pay.

The tuition waiver benefit will not be available on courses formerly completed by the dependent with the exception of repeatable courses and courses required for re-certification or recency.

## **Article XXVIII Grievance And Arbitration Procedures**

### Section A: Definition of Grievance

#### 1. Definition of Grievance:

A grievance is defined as being a written claim by a unit employee or by the Union that the Employer or representative(s) of the Employer has violated, misinterpreted, or misapplied this Agreement with resulting adverse affect on one or more bargaining unit members. Grievances may be processed through arbitration according to the provisions contained in this Article.

#### 2. Purpose

The purpose of this procedure is to secure, at the lowest possible level, resolutions of grievable problems which may arise concerning the terms and conditions of employment of bargaining unit members at Palm Beach State College, and to guarantee an orderly succession of procedures wherein these resolutions may be pursued.

#### 3. General and Class Grievances

An individual bargaining unit member may grieve on his/her own behalf and must sign the grievance document. The Union may grieve on behalf of itself in cases where it asserts that rights flowing to it, as distinguished from bargaining unit members, under this Agreement, have been violated by the Employer.

The Union may also bring a grievance on behalf of one or more bargaining unit members whose signatures appear on the grievance document in any case wherein more than one bargaining unit member claims harm as the result of a single Employer violation. Within twenty (20) days of the grievance being filed, additional signatures of grievants may be added to such a grievance document.

General and class grievances are not otherwise allowed except by the voluntary consent of the Employer. When the Union grieves on behalf of multiple persons, each individual claim must comply with the strictures of this Article.

#### 4. Election of Forum

The commencing of legal proceedings against the Employer or any managerial employee of the Employer or any member of the Board of Trustees in a court of law or equity, or before the Florida Public Employees Relations Commission, or any other administrative agency, by a bargaining unit member or the Union for alleged violation or violations of the express terms of this Agreement shall be deemed a waiver by said bargaining unit member(s), or the Union of the ability to resort to the grievance and arbitration procedure contained herein for resolutions of the alleged violation or violations of the express terms of this Agreement.

#### 5. Time Limits

The time limits provided in this Article shall be strictly observed by all parties, unless extended by written agreement of the parties. The number of days indicated at each level will be considered as maximum and every effort will be made by the parties to expedite the process. Failure of the grievance to be processed by the grievant (employee or Union) within the time limits hereinabove provided shall result in the dismissal of the grievance. Failure of the Administration or its representatives to take the required action within the times provided shall entitle the grievant to proceed to the next step of the procedure.

#### 6. Specificity as to Facts

The grievance document must state the pertinent facts in enough detail to enable an otherwise uninformed third party to determine from the document that a violation has occurred, assuming the truth of the facts as stated.

#### 7. Specificity as to Articles and Sections Relied Upon

The grievance document must specify the particular Article(s) and Section(s) of this Agreement that are being relied upon for the prosecution of the grievance and the Employer will be entitled to rely exclusively on these required references.

#### 8. Specificity as to Relief Sought

The grievance document must specify with particularity the relief sought.

#### 9. Employee Right to Grieve Without Representation Preserved

The right of employees covered by this Agreement to present grievances to the Employer and have same adjusted without the intervention of the Union is preserved inviolate, subject to the Union's right to have prior notice of and a reasonable opportunity to be present at any meeting called to resolve the problem and provided that such resolutions shall not be inconsistent with the terms of this Agreement.

## 10. Investigating or Processing Grievances During Working Hours

Bargaining unit members, including Union representatives and officers, normally shall not take time during their regular working hours to investigate or process grievances, except with the prior consent of the employer. Such consent shall not be withheld when the effect would be to preclude the adequate investigation and/or presentation of the grievance or to restrict the ability of the Union to select its own representative.

### Procedure

Step I: A grievant wishing to assert a grievance shall file same in writing, in compliance with all requirements herein stated, with the immediate supervisor in the College administrative staff, within twenty (s) working days from and after the day when the act or omission giving rise to the grievance occurs, or within twenty (20) working days from and after the day when the grievant acquires or in the exercise of reasonable diligence should have acquired, knowledge of such act or omission. Within ten (10) working days of the receipt of the grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the problem. The immediate supervisor shall indicate in writing within five (5) working days of this meeting the disposition of the grievance. A copy of the disposition shall be furnished to the Union.

Step II: If the grievant believes the disposition as Step I is incorrect, it may be appealed to a person designated by the President of Palm Beach State College to handle grievances in Step II. The appeal must be in writing and be presented to the designated person within ten (10) working days of the grievant's receipt of the Step I disposition.

The President's designee shall provide in writing a disposition of the grievance with ten (10) working days after the written grievance (appeal) is filed at Step II.

Step III: If the grievant believes the disposition at Step II is incorrect, it may be appealed to the College President within ten (10) working days after receipt of the Step II disposition. The appeal must be in writing and presented to the President's secretary, who will issue a receipt noting the date and time of delivery. The president or his representative will answer grievances in writing within ten (10) working days after the written grievance (appeal) is filed with the secretary.

## 11. Arbitrability

Only those grievances that have been processed through the grievance procedure in strict compliance with all of its requirements may be taken to arbitration.

## 12. Union Grievances Expedited

When the Union grieves on behalf of itself, asserting a right flowing to it, as distinguished from bargaining unit members (see Section 3, first paragraph), it may initially file the grievance at Step II, provided that the requirements of this Article are otherwise complied with, and the twenty (20) working day time limit described in Step I shall be applicable.

13. This Article does not create an Employer right to initiate grievances against the Union or bargaining unit members with the procedure provided herein, and nothing in this Agreement shall be construed as imposing upon the Employer an obligation to grieve or arbitrate claims by it that the Union or unit employees have violated this Agreement.

## Section B: Arbitration Procedures

1. If the grievant is not satisfied with the disposition of the grievance at Step III, the grievance may be submitted to arbitration. The arbitration procedure shall be initiated by the receipt of a written request for arbitration by the Executive Director of Human Resources within five (5) working days after the grievant receives the written disposition at Step III.

Within ten (10) working days after the Executive Director of Human Resource's receipt of the arbitration request, a representative of the Employer shall meet with the grievant to attempt to select an arbitrator by mutual agreement.

If no arbitrator has been selected within ten (10) working days of the date when the above meeting took place, either party may petition the Federal Mediation & Conciliation Service for a list of seven (7) arbitrators.

Within five (5) working days of the receipt of the list of arbitrators by the last party receiving it, the grievant and the Employer's representative shall meet and each party will strike one (1) name from the list, the obligation to strike first being determined by a coin flip. The name not stricken by either party will identify the arbitrator.

The parties will forthwith notify the identified arbitrator of his/her selection by joint letter, requesting him/her to proceed forthwith. The arbitration will then proceed in accordance with the reasonable orders and requests of the arbitrator, but subject to the following conditions:

- (a) No arbitrator may be involved with more than one (1) grievance under this Agreement at any given time without the mutual consent of the parties.
- (b) The arbitrator shall have no right to modify, add to, or subtract from the Agreement.
- (c) The arbitrator shall render his/her decision in writing, if requested to do so by either party, stating the reasons underlying the decision.

- (d) Concessions and partial concession made by the Employer, a grievant or the Union prior to or during the arbitration shall not be considered by the arbitrator as indicating in any way or to any extent that a violation has taken place or that the grievance has merit.
- (e) The arbitrator shall be obliged to render a decision within thirty (30) calendar days following the close of the hearing.
- (f) The Employer shall not be required, as the result of any grievance resolution, to violate any law, regulation or rule applicable to the operation of the College.
- (g) If the arbitrator rules partially for the grievant and partially for the Employer, the parties shall share equally in the arbitrator's charges; otherwise, the losing party shall pay the arbitrator's fees and expenses in total sum.
- (h) No grievance relating to a right or privilege retained by or reserved to the Employer under any terms of this Agreement shall be deemed arbitrable.
- (i) The arbitrator shall schedule any required hearing with due regard for any operational considerations presented by the parties.
- (j) The arbitrator shall follow the rule of interpretation or construction under which a collective bargaining agreement is viewed as a document limiting an employer's otherwise rights, and shall not follow the rule under which such an agreement is viewed as a partial statement of the parties' mutual rights and obligations.
- (k) The decision of the arbitrator shall be final and binding. However, either party shall have the right to contest any arbitration decision by contending before any court of competent jurisdiction that such a decision is arbitrary, capricious or incorrect in light of any provision of this Agreement.

Section C: Reference is made to Board Rule 6HX-18.5.491 for the handling of certain petitions outside of the contractual grievance procedure, and the use of such Rule is approved.

## **Article XXIX Procedure For Handling Complaint And/Or Charges Concerning Bargaining Unit Members**

Section A: Complaints against bargaining unit members will be received by the immediate supervisor except in situations involving allegations of sexual harassment. (The procedure to be followed in situations relating to charges of harassment are explained in the Human Resources Board Policy Rule 6Hx-18-5.86.)

If a complaint against any bargaining unit member is received from anyone other than supervisory or administrative personnel which is considered derogatory and/or of a serious nature, including student complaints against faculty, the supervisor shall record the name of the individual lodging the complaint, the name of the bargaining unit member charged and the nature of the complaint and/or charge.

If action is deemed necessary by any party, a conference between the individual lodging the complaint and the person charged shall be held. The supervisor shall receive the complaint in writing from the individual lodging the complaint. The supervisor shall distribute the written complaint to all parties concerned.

After copies of the signed complaint have been received, additional conference(s) shall be held upon request of any of the parties involved. Those attending the conference shall be determined by the supervisor responsible for that department/area.

If no agreement has been reached in the conference, a written judgment shall be made by the senior administrator in that department/area and sent to the parties.

A copy of all written complaints/charges shall be sent to the president.

If any one of the parties is not satisfied with the judgment, an appeal may be submitted in writing to the chief campus administrator of Vice President in charge of that department/area. The appeal must be received within (10) working days after the judgment has been rendered.

If the written decision of the chief campus administrator or the Vice President is not satisfactory, either party may appeal to the President. The appeal must be received in writing within ten (10) working days of the chief campus administrator's or the Vice President's decision.

The decision of the President shall be final.

## **Article XXX Suspension Of Operations**

Section A: When an emergency confronts the College, notification of the closing of the College shall be released for broadcast over local radio and television stations when and as feasible. When the College and College offices are officially closed by the President, and if those hours and/or days are counted as duty hours or days, all personnel will be paid their regular salary.

Section B: One consideration that may go into a decision to close the College is the number of students and/or faculty anticipated to be unable to reach school and the effect of this on the instructional program.

## **Article XXXI Aids Statement**

Section A: The College is required to comply with all applicable parts of State statutes relating to employees with Acquired Immune Deficiency Syndrome (AIDS), and those testing positive for Human Immunodeficiency Virus (HIV).

The following practices are specifically prohibited:

1. Discrimination on the basis of AIDS or the positive testing for HIV since these are considered to be disabling conditions.
2. The requirement that an individual take an HIV related test as a condition of hiring, promotion or continued employment unless it can be clearly demonstrated that the absence of an HIV infection is a bona fide occupational requirement of the job in question.

## **Article XXXII Drug-Free Campuses**

Section A: The parties recognize and support the Drug-Free Schools and Communities Act Amendments of 1989 (PL 101-226) which require that effective October 1, 1990 the College develop a program designed to prevent the use of illicit drugs and the abuse of alcohol by students and college personnel. The program will refer to 1) standards of conduct relating to the prohibition of illicit drugs and alcohol at the College; 2) legal sanctions including those indicated in State Board of Education Rule 6A-14.0411(6) and Board of Trustees Rule 6Hx-18-5.44 that defines drunkenness as a condition which includes drug use; 3) an indication of the health risks associated with the use of illicit drugs and the abuse of alcohol; 4) a description of drug and alcohol counseling, treatment, or rehabilitation or re-entry program available; and 5) an indication that sanctions up to suspension or dismissal will be imposed for violations of the standards of conduct.

Section B: Consistent with F.S. 440.101 regarding legislative intent to create a drug free work place and F.S. 440.102 regarding drug free work place requirements, it is agreed that drug testing for bargaining unit members will be permitted when there is "reasonable suspicion" as defined by law. No random drug testing will be allowed.

The College agrees that prior to requiring a bargaining unit member to be tested for drugs it will be necessary for both the campus provost and the Executive Director of Human Resources to agree that there is sufficient basis for such reasonable suspicion testing as defined by Workers' Compensation law. Prior to any required drug testing of any bargaining unit member the Executive Director of Human Resources or his/her designee will explain to the bargaining unit member the general circumstances giving rise to the reasonable suspicion of drug use under the Workers' Compensation law.

The College further agrees that no bargaining unit member who tests positive for drugs will be discharged without having a reasonable opportunity to receive treatment for any addiction or problem related to drug use. Bargaining unit members who test positive for drugs will be obligated to obtain information regarding the availability of treatment programs available under the College's insurance programs or the Employee Assistance Program (EAP).

Bargaining unit members who test positive for drugs with an "initial drug test" shall be entitled to a "confirmation test", upon request, to ensure a higher degree of accuracy. The College shall provide any such tests without charge to the unit member.

All records associated with drug testing of bargaining unit members will be considered confidential and will be maintained with the bargaining unit member's confidential medical records authorized by the Americans with Disabilities Act (ADA).

### **Article XXXIII Severability**

Section A: This Agreement shall be construed as being severable, meaning that if any part or portion of it shall be or be found by any authoritative court or other tribunal to be contrary to applicable law and impermissible, then that part or portion shall be deemed to be null and void, but the remainder of the Agreement shall be deemed as continuing in full force and effect. If either party deems such invalidated part or portion to be essential to the Agreement, the parties agree to meet and confer in an effort to draft a replacement, although this shall not constitute an obligation to bargain collectively in the legal sense.

### **Article XXXIV Zipper**

Section A: The Union acknowledges that, prior to executing this Agreement, it was afforded the opportunity to engage in collective bargaining with the Employer on proper subjects for bargaining.

For and during the term of this Agreement, it is agreed and understood that the Employer shall be obliged to engage in no further collective bargaining, although any term of this Agreement may at any time be eliminated or modified by the purely voluntary and mutual consent of the parties hereto.

It is also understood and agreed, consistent with the above provisions and the provisions of Article XXIII hereof, that the Board shall have the right to make and enforce rules and regulations, and to take actions, that are not inconsistent with the express terms of this Agreement. However, the Employer's failure to create a written rule or regulation concerning any particular matter shall not be construed as limiting its authority to act with regard to that matter.

The second paragraph of this Article shall yield, but only to the extent necessary, to provide for contract renewal negotiations to occur prior to the termination date of this Agreement. The said second paragraph shall otherwise be fully effective, and shall be effective as to subjects that were not contemplated or discussed during the bargaining giving rise to this Agreement, as well as to other subjects.

Provided, however, the Board will take no action inconsistent with its bargaining obligation while negotiations are underway.

## **Article XXXV Duration, Termination And Renewal**

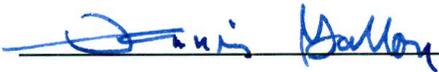
Section A: This Agreement shall be in effect from the date of ratification through midnight June 30, 2010 at which time it shall expire unless the parties agree to renew it in writing.

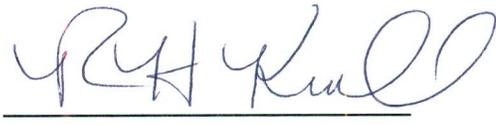
Section B: Notwithstanding Section A, the parties understand and agree that certain provisions of this agreement, such as the grievance and arbitration procedure, may survive the Agreement by operation of law or as part of the status quo. The Board agrees to recognize and implement the grievance and arbitration procedure for such length of time after expiration of the Agreement itself, and to such extent, as may be required by law, and for no greater time or in no greater manner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Palm Beach County, Florida as of the days and dates indicated below.

DISTRICT BOARD OF TRUSTEES OF  
PALM BEACH STATE COLLEGE

UNITED FACULTY OF  
PALM BEACH STATE COLLEGE

By: 

By: 

Title: President

Title: President

September 14, 2010  
Date of Signing

8/26/10  
Date of Signing

**Ratification Certificate**

This is to certify that this Agreement was ratified, on 8/14, 2010, by the members of the bargaining unit described in Article I.

UNITED FACULTY OF PALM BEACH  
STATE COLLEGE

By: 

Title: President

This is to certify that this Agreement was ratified, on 9/14, 2010 by the President for the District Board of Trustees of Palm Beach State College, Public Employer.

DISTRICT BOARD OF TRUSTEES OF  
PALM BEACH STATE COLLEGE

By: 

Title: President

## Appendix A

### Academic Rank

The College and the Union have agreed to the titles of full time faculty clarifications as follows:

#### 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 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 faculty members with a Doctorate degree who meet the qualifications specified in C-1 of Assistant Professor.
3. Administration can deny academic rank to any individual based upon appropriate cause.

### D. Professor II

1. Faculty members 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 faculty member'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 faculty members 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. Faculty members must meet at least one of these educational requirements:
  - (a) Doctorate in field of specialization as assigned.
  - (b) Doctorate with a major other than field of specialization to which assigned. In addition the faculty member'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.

## Appendix B

### Compensation for 2010-2011 Contractual Years

	168 DAY SCHEDULE		12 MONTHS	
Assistant Professor	\$40,937	\$67,202	\$48,263	\$83,489
Associate Professor	\$42,701	\$78,851	\$50,347	\$97,900
Professor I	\$44,115	\$81,132	\$52,012	\$99,860
Professor II	\$45,145	\$83,314	\$53,229	\$103,433
Professor III	\$46,186	\$85,505	\$54,457	\$106,162

	210 DAYS		228 DAYS	
Assistant Professor	\$42,320	\$73,006	\$45,847	\$79,262
Associate Professor	\$44,059	\$85,666	\$47,830	\$93,006
Professor I	\$45,511	\$88,140	\$49,416	\$95,694
Professor II	\$46,572	\$90,508	\$50,566	\$98,268
Professor III	\$47,649	\$92,894	\$51,730	\$100,858

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. Effective with the first payroll after ratification of this contract, the base annual salary of all unit members hired on or before July 1, 2010, will increase by 3%.

### Schedule for Other Services

- A. Payment for non-credit classes for full-time instructors 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. Beginning August 23, 2010, overload points will be paid the per load factor of 5.90.

Assistant Professor	\$36.10 per hour
Associate Professor	\$38.49 per hour
Professor I	\$40.42 per hour
Professor II	\$43.30 per hour
Professor III	\$45.73 per hour

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 \$38.49 (hourly rate for an associate professor) = \$2,043.82 (overload amount).

Requests from qualified full-time faculty to teach overloads will be reviewed before classes are offered to adjunct faculty.

It is expected that faculty teaching during the summer terms would be available to their students for counseling, advising, and as needed.

If a full-time faculty position is to be hired during the summer, the administration will make every reasonable effort to solicit faculty participation.

C. Replacements/Substitutes – When full-time faculty members substitute or replace other faculty members for instructional purposes, they will be paid at the rate of \$21.22 per hour for all ranks.

Full-time faculty who replace faculty members will be required to increase their workweek by an amount equal to the extra time paid to replace another faculty member.

D. The Department Chair stipend is \$4,868.28 for a 168-day contract. If Department Chairs are determined to be necessary by the administration for summer work they will receive a \$1,100 stipend. This will include ten-hour workweeks throughout either Summer A or Summer B to handle program management duties as assigned by the Dean.

E. Supplements for Co-Curricular Duties

Faculty advisors of officially approved student organizations shall receive a supplement of \$200 to \$900 per term per fall and spring terms and up to \$300.00 per each summer term of officially approved service, assuming that said service is not a part of the regular work assignment. The exact amount of the supplement for any advisor shall be decided by the Administration.

## F. Other Supplements

The following are the maximum supplements which will apply to selected other activities.

Assistant Coaches	\$1,000/semester
Coaches	\$3,000/semester
Beachcomber Advisor (District)	\$2,000/semester Fall and Spring
Brain Bowl Coach (Per Campus)	\$2,000/semester Fall and Spring
Intramural Director	\$3,000/semester

Points may be assigned in lieu of supplements at the discretion of the Administration consistent with existing salary schedules.

## G. Payment of Supplements

The Administration agrees to make every reasonable effort to see that Program Leaders and persons entitled to pay for co-curricular duties are paid as promptly after the end of the semester in which that work is performed as is reasonably possible.

This includes the obligation to address the failure to promptly supply necessary documentation with the responsible Administrator.

## H. Honors Packets

Faculty members will receive \$125 for completed honors packets.

## Other Terms and Conditions

Contracts: The Employer shall provide each teaching unit member with a minimum of 168 days employment each year. The Employer shall provide each counseling and librarian unit member with a minimum of 198 days of employment. Assistant Directors of Library Services III shall be provided with a minimum of 168 days. The Employer will offer contracts to unit members each academic year for one of the following periods: 168 days, 210 days, 228 days, or 12 months.

Additional days in any number in any given year may be offered at the discretion of the Board. The preceding three paragraphs do not imply and present intention on the part of the Board to diminish the length of any unit member's contract, or those of any particular group of bargaining unit members, and it is the desire of the Board to avoid doing so, so long as this is practical and consistent with the best interests of the College overall. The purpose of these paragraphs is to provide the Board with the flexibility to change contract lengths if the Board should be convinced in the future of that need. The lengths of contracts of those bargaining unit members presently assigned 12-month contracts will be reduced to 228 days or less only under such circumstances as would otherwise justify a reduction in force.

## Advancement in Rank

Faculty 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 a faculty member to be promoted he/she must have a certain amount of the graduate hours "in-field". For example, promotion to Professor I requires a minimum of thirty (30) semester hours beyond the Master's degree, of which fifteen (15) of the thirty (30) must be in the field of specialization. Since Palm Beach State College is a teaching institution, (and employs 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.

Salaries Paid from Grants: In addition to the salaries indicated in this Appendix, the College may, with the consent of individual bargaining unit members, pay for non-instructional duties at other compensation level(s) when a specific compensation level(s) is indicated in a grant. Such compensation level may be higher or lower than the salaries noted in this Appendix if mutually agreed upon by the Administration and the bargaining unit member. This provision applies to hours above the hours of contractual work week.

Distance Learning: Distance learning includes any instructional activity that is conveyed through off-campus classroom programs, and other programs using electronically based instruction offered away from the college campuses.

Points assigned to such instruction will be the standard points assigned for any such courses unless there is advance mutual agreement in writing with the faculty member and the administration regarding points or compensation.

Bargaining unit members employed prior to the 1995-96 year who have not participated in distance learning programs at the College within the past three years will not be required to participate in electronically based distance learning programs except on a voluntary basis.

This Article shall not affect the use of movies, filmstrips, videotapes, computers and their related technologies or other forms of audio or visual recordings or field trips to the extent that they are traditionally used as a part of course instruction.

Method of Payment: Bargaining unit members may elect to be paid over twelve months or to be paid at the end of their contract year. Bargaining unit members who are in their final year of DROP may elect an 18 pay option for the final year of employment. Each year bargaining unit member must elect a method of payment.

Effect of Promotions on Continuing Contracts: Administrative personnel employed during and after the 1988-89 year will be eligible for administrative contracts only. Full-time personnel who were formerly under continuing contracts, and accepted an administrative position prior to the 1988-89 year, will be eligible for administrative leave each year when annual administrative contracts are renewed. Full-time faculty who accept promotions to administrative positions during and after the 1988-89 year shall be placed on administrative leave from continuing contracts for a maximum of four years, unless the administration and the Board agree to a longer time period with the faculty member on administrative leave from a continuing contract.

Optional Payment: Depending upon funding availability, as determined at the discretion of the College, an appreciation check of up to \$1,000 may be given to each unit member employed on a regular full-time basis in a paid status as of the date to be specified.

Areas of Critical Instructional Personnel: The College will be able to compensate faculty in high market salary areas as follows:

1. The market areas (occupational titles) would be determined via local salary survey conducted by a third party. (Survey 2000 by Workforce Board.)
2. Salary comparison of the compensation for the College academic rank assigned to the third party survey's average experienced salary for a new hire will be made.
3. If an hourly rate of ten (10) percent or greater differential between the College's compensation and that of the third party survey exists, the College may offer an annual stipend of up to the percent of the differential. This stipend will be reviewed annually.

4. If the salary differential drops below 10 percent, the stipend will be removed from the faculty members' compensation package.

Examples:

Nursing	$\$18.78 \times 2080 = \$39,063$ 198 - Associate Professor = \$36,833 (1.05) 9.43% difference
Computer Programmer	$\$31.23 \times 2080 = \$64,948$ 198 - Associate Professor = \$38,587 (1.10) 60% difference
Accounting	$\$16.98 \times 2080 = \$35,318$ 198 - Associate Professor = \$35,781 (1.02) 0% difference
Marketing	$\$20.43 \times 2080 = \$42,494$ 198 - Associate Professor = \$35,781 (1.02) 8.4% difference

## Appendix C

### Teaching Loads

1. A normal full load for Fall or Spring term is 45 points.
2. Payments for overload points will be made on regular pay dates after the drop/add period during the semester in which services are rendered. If a faculty member is unable to teach an overload class during a complete term, he or she will be paid for the pro-rated portion of the class based on the number of classes he or she taught. If a class is cancelled or if for any reason, a faculty member is paid for more overload points than his or her contract entitles him or her to receive, the faculty member will be obligated to reimburse the college for the excess overload payment. Any such overpayment may be deducted from the faculty members' remaining paycheck(s). All payments provided for herein will be made after a reasonable period of time for processing and clerical functions.
3. A day and evening class will earn the same number of points and be scheduled for the same number of hours.
4. A lecture hour is credited with 3 points per hour.
5. A physical education activity is credited with 2 points per activity hour.
6. Applied music is credited with 1 point for a one-half hour private lesson.
7. Lab hours are credited with 2.25 points per hour in all "C" and "L" courses, **except** for the following: Internship Courses, Co-op Courses, Practicum Courses, Preceptorship Courses, Clinical Courses (includes courses with title of clinical and/or hours identified as clinical), and ATF Courses which shall be credited at 2.0 points per hour.
8. A practicum course is credited with 3 points per semester credit hour granted, provided one instructor is assigned to the course. When the same course requires additional lecture sections, each separate lecture credit hour is credited with 3 points per hour. Additional practicum sections of the same course are credited with 3 points per each equivalent semester hour value.
9. Load points will be determined on the basis of the duty hour schedule which is 7:30 a.m. – 10:00 p.m.
10. The administration may assign a portion or all of a faculty member's load for the responsibility of special programs.

11. The administration may assign a portion or all of a faculty member's load in continuing education.
12. Concurrently taught courses are assessed as one course. When such courses are not of equal point value, the course containing the highest point value prevails.
13. All overloads shall be subject to approval by the faculty member's Associate Dean and Dean, consistent with operational considerations on the basis of administrative discretion.
14. With the approval of the faculty member's dean, a faculty member may teach up to 3 points below their normal load in a Fall semester as long as this same faculty member makes up the points by teaching the same number of points over their normal load in the following Spring semester.

Also with the approval of the faculty member's dean, a faculty member may teach up to 9 points above their normal load in a Fall semester and reduce their following Spring semester load by the same number of points.

Faculty members must complete and sign the Faculty Point Banking Form on the following page. The faculty member's compensation will not be impacted in either semester.

If a faculty member were to terminate employment before the spring term, the actual pay for number of points taught will be calculated and added or subtracted from the final paycheck.

# Palm Beach State College

## Faculty Point Banking Form



Faculty Name: \_\_\_\_\_ PID: \_\_\_\_\_  
Dean Name: \_\_\_\_\_ Date: \_\_\_\_\_

### Instructions

Complete the Faculty Point Banking Form, obtain dean approval and return to the Office of Human Resources. A faculty member's normal full load for Fall or Spring term is 45 points, which equates to 90 points per academic year. With the approval of the faculty member's dean, a faculty member may request point banking as follows:

- Teach up to 3 points below their normal load in a Fall semester as long as this same faculty member makes up the points by teaching at least the same number of points over their normal load in the following Spring semester.
- Teach up to 9 points above their normal load in a Fall semester and reduce their following Spring semester load by the same number of points.

If a faculty member were to terminate employment before the Spring term, the actual pay for the number of points taught will be calculated and added or subtracted from the final paycheck.

### Teaching Points

Fall Points: \_\_\_\_\_ Term: \_\_\_\_\_  
Spring Points: \_\_\_\_\_ Term: \_\_\_\_\_  
Total: \_\_\_\_\_

\_\_\_\_\_  
*Faculty Member Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Dean Signature*

\_\_\_\_\_  
*Date*

## **Appendix D**

### Degree Requirements and/or Special Competence for Faculty

All teaching faculty members should have academic qualifications in accordance with the provisions of the Southern Association of Colleges and Schools, Standards for Colleges.

In the humanities, social sciences, and natural sciences, advanced study beyond the baccalaureate degree is basic to the special competence and those who teach in degree programs in these fields must have master's degrees with major concentration in the teaching field. In certain exceptional cases in these academic areas, unique experiential qualifications in conjunction with demonstrated competence may substitute for advanced academic preparation.

In the creative or applied arts and in specialized, professional, technical, or vocational fields, evidence of professional competency is acceptable in lieu of formal academic preparation. This competence may be based upon appropriate specialized training or successful experience as a practitioner in the occupational field.

## Appendix E

### Department Chairs

Section A: Department chairs are created in specific academic disciplines and programs based on the needs of the College as determined by the college administration. The administration will select the department chairs from willing faculty in each of the academic disciplines and program areas. Full-time faculty members within each department may make recommendations to the administration on the selection of faculty to serve as Department Chair with their department. Bargaining unit members employed in such positions may, at the discretion of the administration, receive release time for the department chair duties. Release time may vary from 0 to 45 points per contractual year. In addition, all department chairs would get the prorated amount (\$4,501.00) of the current stipend. If department chairs were determined to be necessary by the administration for summer work they would receive a \$1,100 stipend. This will include ten-hour workweeks throughout either Summer A or Summer B to handle program management duties as assigned by the Dean. The college will develop consistent criteria in determining release time. Contracts for faculty serving as department chairs may vary in length from 168 to 210 days and may be granted for up to a three (3) year term upon the agreement of the Associate Dean. Department chairs may be assigned to work up to an additional 12 duty days per year and will work a 35 hour per week work schedule.

Section B: It is agreed that duties of department chairs will be as follows:

- a. Formulates class schedules, in collaboration with associate dean and/or dean, using the established guidelines.
- b. Assigns classes to adjunct faculty in collaboration with associate dean and/or dean. Associate dean and/or dean assigns classes to full-time faculty.
- c. Participates in the advising of students.
- d. Assists in the coordination and formation of new programs and curricula.
- e. Responsible for ensuring that college and departmental policies are followed by adjuncts pertaining to requirements for work schedules, course outlines, syllabi, final exams and final grade submission.
- f. Makes recommendations for departmental and program budgets.
- g. Conducts instructional observations of adjunct faculty and, if needed, provides an improvement plan to remediate any weaknesses.
- h. Establishes departmental mentoring for new adjuncts.

- i. Prepares textbook orders and all discipline or program texts and supplements.
- j. Informs associate dean and/or dean of needed instructional supplies and equipment and maintenance of equipment.
- k. Participates in department and college-wide committees.
- l. Recommends to associate dean and/or dean need for instructional substitutes.
- m. When applicable, helps assure compliance of program for external accreditation or regulatory agencies, which includes, but is not limited to, program oversight, self-studies, annual reports, site visits and facilities.

## Index

	Page
Academic Calendar, Article III, Section H.....	5
Academic Freedom and Correlative Obligations, Article XVIII .....	13
Academic Rank Systems, Article VIII .....	9
Academic Rank, Appendix A.....	40
Academic Regalia, Article IV, Section Q .....	8
Accommodation with Board Rules, Policies, Etc., Article XXIII, Section A.....	16
Activities During Work Day or Week, Emergencies, Article XI .....	11
Aids Statement, Article XXXI, Section A.....	35
Annual Vacation, Article XXVII, Section A.....	17
Annuity, Tax Deferred, Article XXVII, Section K .....	24
Areas of Critical Instructional Personnel, Appendix B.....	47
Assigned Parking, Article XXVII, Section O.....	25
Assigned Work Locations, Article XVI, Section A .....	13
Benefits, Article XXVII.....	17
Board Rules, Copy of, Article XXIII, Section B .....	16
Bulletin Boards, Article III, Section F .....	4
Change in Duties/Responsibilities, Article IV, Section F.....	6
Class Assignments/Weekend, Article XIII.....	12
Co-Curricular Duties, Article XVII .....	13
Co-Curricular Duties/Supplements, Appendix B, Section E .....	44
Compensation, Appendix B.....	43
Contract Renewal, Article XXXV .....	37
Custodial and Maintenance Services/Non-Interference, Article V, Section B.....	9
Definitions, Article II .....	3
Degree Requirements and/or Special Competence for Faculty, Appendix D.....	52
Department Chairs, Appendix E .....	53
Dependent Waivers, Article XXVI, Section T .....	28
Dining Room and Lounge, Article XXVII, Section M .....	25
Disciplinary Action/Reported to Unit Member, Article IV, Section C.....	5
Disclose Information, Bargaining Unit Member, Article VII .....	9
Distance Learning, Appendix B .....	46

Drug Free Campuses, Article XXXII .....	35
Drug Testing, Article XXXII, Section B .....	35
Duration, Termination and Renewal, Article XXXV .....	37
Duties/Change in, Article IV, Section F .....	6
Employer Prerogatives, Article XXVI .....	16
Evaluation, Tenured, Article IV, Section N.....	7
Evaluations, Non-tenured, Article IV, Section N .....	7
Evening Class/Travel for, Article XXI, Section D .....	15
Evening Classes/Avoid Early Morning, Article IV, Section L.....	7
Faculty Assignments, Article IV, Section K.....	7
Faculty Point Banking Form .....	51
Family and Medical Leave Act of 1993, Article XXVII, Section S.....	27
Four-Day Work Week, Article XII, Section B .....	12
Grant Notices, Article IV, Section H.....	6
Grant Salaries, Appendix B .....	46
Grievance Procedure, Article XXVIII, Section A .....	29
Hazardous Conditions, Article IV, Section E.....	6
Holidays, Article XXVII, Section J.....	24
Illness in Line of Duty, Article XXVII, Section D.....	21
Information Not Withheld, Article III, Section B.....	4
Information Shared with Union, Article III, Section A .....	4
Information, Disclose, Article VII, Section A .....	9
Insurance Coverage, Article XXVII, Section Q .....	26
Intellectual Property Rights, Article X .....	10
Jury Duty, Article XXVII, Section H.....	22
Keys Retained, Article XXVII, Section P (3) .....	26
Leave for Illness in Line of Duty, Article XXVII, Section D .....	21
Leave for Jury Duty, Article XXVII, Section H.....	22
Leave for Maternity Reasons, Article XXVII, Section G .....	22
Leave for Military Duty, Article XXVII, Section E.....	21
Leave for Personal Reasons, Article XXVII, Section C.....	21
Leave for Sabbatical, Article XXVII, Section I.....	23
Legal Outside Activities, Article IV, Section D .....	6
Legal Services, Article XXVII, Section L.....	24

List of Unit Members, Article III, Section I.....	5
Long Term Disability Insurance, Article XXVII, Section Q(4) .....	27
Mailboxes, Article III, Section G .....	4
Maternity Leave, Article XXVII, Section G .....	22
Method of Payment, Appendix B.....	47
Mid-Term Grade Procedure, Article XIV .....	12
Military Leave, Article XXVII, Section E.....	21
Nepotism, Article IV, Section M.....	7
No Strikes, No Picketing, No Conduct Adverse to the Employer's Services, Article XXIV.....	16
Non-Bargaining Consultations, Article XXV .....	16
Non-Credit Classes, Payment, Appendix B, Section A.....	43
Non-Discrimination, Article III, Section D.....	4
Observation, Class, Non-tenured, Article IV, Section N.....	7
Office Facilities, Article XXVII, Section P.....	26
Office Space, Article III, Section J .....	5
Outside Activities, Legal, Article IV, Section D .....	6
Overload Rates, Appendix B, Section B.....	44
Paid Personal Leave, Article XXVII, Section C.....	21
Parking, Assigned, Article XXVII, Section O.....	25
Pay, Replacement/Substitute, Article IX, Section A.....	10
Personal Leave, Article XXVII, Section C.....	21
Personnel File/Inspection, Article IV, Section G .....	6
Political Leave, Article XXVII, Section F .....	22
Preamble .....	3
Procedure for Handling Complaint and/or Charges Concerning Bargaining Unit Members, Article XXIX .....	33
Promotions/Effects on Continuing Contracts, Appendix B.....	47
Property Rights, Article IV, Section R.....	8
Publication of Materials, Article X.....	10
Ratification Certificate .....	39
Recognition.....	3
Reduction in Force, Article XXII .....	15
Replacement/Substitute Pay, Article IX.....	10
Representation of Faculty by United Faculty, Article III, Section E .....	4

Reprimand, Written, Article IV, Section C.....	5
Responsibilities, Bargaining Unit Members to Assist Board in Discharging, Article VI.....	9
Retirement, Article XXVII, Section R.....	27
Rights of Bargaining Unit Member to Freely Organize, Form or Support, Article IV, Section A...	5
Sabbatical Leave, Article XXVII, Section I.....	23
Salaries Paid/Grant, Appendix B.....	46
Sanitation and Safety, Unit Employees to Cooperate, Article V.....	8
Schedules, Share with Faculty, Article IV, Section J.....	7
Schedules, Share with Union, Article III, Section C.....	4
Severability, Article XXXIII.....	36
Sick Leave, Article XXVII, Section B.....	18
Strikes, Picketing, Adverse Conduct, Article XXIV, Section A.....	16
Supplements, Article XVII, Section B.....	13
Supplements, Payment, Appendix B, Section G.....	45
Supplements/Co-Curricular Duties, Appendix B, Section E.....	44
Suspension of Operations, Article XXX.....	34
Tax Deferred Annuity, Article XXVII, Section K.....	24
Teaching Assignments/Before Adjunct, Article IV, Section K.....	7
Teaching Assignments/Exchange, Article IV, Section I.....	7
Teaching Loads, Appendix C.....	49
Temperature Control, Article V, Section C.....	9
Terminal Leave, Article XXVII, Section A.....	17
Terminations for Cause, Article XIX.....	14
Time Accounting, Article XXI.....	15
Transfers, Article XX.....	14
Travel Expenses, Article XV.....	13
Travel Release Time, Article XXI, Section D.....	15
Tuition Reimbursement, Article XXVII, Section N.....	25
Union Activities/Day-Week, Article XI.....	11
Union Rights, Article III.....	4
Unit Members, List of, Article III, Section I.....	5
Unit, Diminishing Size, Article IV, Section O.....	8
Vacation Leave, Article XXVII, Section A.....	17
Weekend Class Assignments, Article XIII.....	12

Work Conditions, Article IV, Section E .....	6
Work Day, Work Week Union Activities, Article XI.....	11
Work Hours, Article XII.....	12
Work Load Assigned, Article IV, Section P.....	8
Work Locations, Assigned, Article XVI, Section A .....	13
Zipper, Article XXXIV .....	36





**PALM BEACH STATE**  
**COLLEGE**

***[www.palmbeachstate.edu](http://www.palmbeachstate.edu)***

***BELLE GLADE***

1977 College Drive  
561-996-7222

***BOCA RATON***

3000 Saint Lucie Avenue  
561-393-7222

***LAKE WORTH***

4200 Congress Avenue  
561-967-7222

***PALM BEACH GARDENS***

3160 PGA Boulevard  
561-624-7222