

Collective Bargaining Agreement

between

The District Board of Trustees of The College of the Florida Keys

and the

United Faculty of Florida, The College of the Florida Keys Chapter

~~December 7, 2021~~ July 1, 2024 - June 30, 2027~~4~~

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Preamble

This Agreement is entered into by and between The District Board of Trustees (the “Board”) of The College of the Florida Keys (the “College,” the “Employer,” “Management,” or “CFK”) and the United Faculty of Florida, The College of the Florida Keys Chapter (the “Union”). The College and the Union recognize the College’s mission is to serve the intellectual, diverse, cultural, and occupational needs of the Florida Keys as well as the global community. The College is committed to student-centric academic programs and services, workforce development, continuing education, diverse partnerships, electronically delivered instruction, and sustainable practices that prepare students for personal success and responsible citizenship. Each party acknowledges the responsibility and obligations of the other toward these objectives. Both pledge their commitment to the College’s values and maintaining the highest level of professional standards of knowledge, integrity, and dedication. The foundation for all decisions and actions of the College and the Union is to provide the highest quality of education for students.

The parties agree that CFK is one College and is considered one employer. All terms, conditions and provisions of this Agreement are to be applied College-wide, unless expressly provided otherwise.

ARTICLE 1

ACADEMIC FREEDOM

Section 1. Academic Freedom and Responsibilities

Institutions of higher education are conducted for the common good and not to further the interest of either the individual instructor or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the instructor in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

CFK and the Union recognize that academic freedom, coupled with adequate performance of academic duties, is essential to the full development of any educational institution and apply to teaching, research, and creative activities. Faculty engaged in such activities shall be free to cultivate a spirit of inquiry and scholarly criticism and to examine ideas in an atmosphere of freedom and confidence.

Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter that has no relation to their subject.

Faculty are citizens, members of a learned profession, and respected employees of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educators, they should remember that the public may judge their profession and the College by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and shall indicate that they

are not speaking for the College.

Faculty members occupy a unique position of influence and respect in the eyes of students, CFK employees, and others, and, therefore, are obligated to maintain professional behavior at all times while conducting CFK business.

ARTICLE 2

BARGAINING REPRESENTATION AND RIGHTS

Section 1. Recognition

The College hereby recognizes United Faculty of Florida (UFF) as the exclusive bargaining agent for those CFK employees occupying positions included in the bargaining unit as described in the next section.

Section 2. Description of Bargaining Unit

The bargaining unit that is governed by this agreement consists of all full-time instructional personnel (Faculty) and the following full-time non-instructional personnel:

Academic Services Advisors; Assistant Director, Student Success Services

(Accessibility); and Assistant Director/Manager, Learning Resource Center.

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Section 3. Dues Deduction

~~The College will deduct and remit dues to the Union, when authorized in writing by a member of the bargaining unit. Payroll deductions will become effective within thirty (30) working days of receipt of the authorization by the Office of Talent Acquisition, Development, and Accountability and remain in effect until cancelled by the employee in writing to both the Union and the Office of Talent Acquisition, Development, and Accountability. The College will remit the dues deductions along with an itemized statement within thirty (30) working days of the payroll date.~~

~~The Union shall hold the College harmless against any and all claims, demands, and liabilities of any kind whatsoever arising from any action taken or not taken by the Employer, its members, officials, agents, or representatives in complying with this Section or in reliance upon any notice, letter, or written authorization supplied to the Employer pursuant hereto.~~

Section 34. Use of CFK Facilities

Employee offices and other work areas may not be used for Union business during the work hours of those involved. The College shall make available to the Union the use of College facilities on the same basis as the facilities are made available to third party organizations, provided that the Union complies with the same request and approval process applicable to third parties and in place at the time of the request. Such requests will be approved when space is available, and a notice of approval or denial shall be promptly given after a determination can be made regarding availability.

The College's internal mail services, equipment (including, without limitation, copiers, duplicating processes, printers, etc.), College personnel, and/or College materials are not to be utilized by the Union. As an exception, the Bargaining Unit Members and the Union may use the College email or mailboxes for Union business as long as a copy of all materials distributed is supplied concurrently to the Office of Talent Acquisition, Development, and Accountability.

The Union agrees that all posted materials will be limited to official Union business and restricted to the following: notices of Union meetings, notices of Union elections or appointments, notices of Union recreational or social affairs, results of Union elections, and Union news. This section shall not be interpreted to compromise, in any way, the limitations on solicitation and distribution activity set forth in Section 447.509 Florida Statutes. Such postings and distribution must have Union approval, as indicated by the signature of the Union Chapter President on the materials distributed. In the case of e-mail, such messages and distribution must originate from a computer (office or home) bearing identification of the Union Chapter President.

Section 54. Access to Information

The College shall furnish to the Union, upon request, any available information in its possession or custody, to the extent required by the Florida Public Records Law and not otherwise privileged or confidential under applicable law, which is pertinent to the Union's fulfillment of its role as the certified bargaining agent.

All policies and procedures are maintained on the College's shared network drives and are accessible to all employees. A copy of the agenda and minutes of each regular meeting of the District Board of Trustees will be made available on the College's website at the same time these agendas and minutes are made available to the public.

Section 56. Non-discrimination

The College recognizes the applicable laws and regulations prohibiting the discrimination or harassment against any employee with regard to the material terms of employment because of affiliation with the Union. Likewise, the Union will not discriminate against or harass employees who choose not to join the Union and/or participate in its activities.

ARTICLE 3

CONDITIONS OF EMPLOYMENT

Section 1. No Right to Strike

The Union and bargaining unit members shall not instigate, promote, sponsor, engage in, or condone any work stoppage, boycott, slowdown, strike, concerted failure, or refusal to perform assigned work by bargaining unit members. Nothing in this Article shall prohibit the Union from engaging in lawful informational activity.

The Union's officers, agents, stewards, and other representatives agree they have a continuing obligation and responsibility to promote compliance with this Article and the law. In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all employees who violate any provision of the law and /or this Agreement prohibiting strikes may be disciplined, up to and including discharge, by the College.

The circuit courts of this State shall have jurisdiction to enforce the provisions of this Section by conducting a hearing, with notice to the Public Employees Relations Commission and to all interested parties, at the earliest practicable time if necessary.

For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act committed by any of their officers, agents and/or representatives acting on behalf of the Union, which act constitutes a violation of State law, City ordinance, or policy, or the provisions herein.

The College agrees there will be no lockout during the term of this Agreement.

Section 2. Hours of Operation

The College's usual operating hours are Monday, Tuesday, Thursday, and Friday from 8:30 am to 5:00 pm and Wednesdays from 8:30 am to 7:00 pm. It is the expectation of the College that no employee shall be present on any CFK location from 11:00 p.m. until 6:00 a.m. Faculty

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teaching early or late classes, labs, or clinicals may be present outside these hours, up to one hour before the start of or one hour after the end of classes, labs, or clinicals, according to the master schedule. It is generally assumed that the work schedules of non-instructional personnel will fall within the College's usual operating hours. Possible exceptions include recruiting and community events that may be scheduled in the evening or on weekends and modified summer hours, when approved by the President.

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Section 3. Course Schedules

Courses will be offered at times, days, and locations that meet the needs of students. It is generally assumed that the work schedules of instructional personnel will be predicated by their course schedules. Immediate supervisors shall consult with full-time instructional personnel before finalizing course offerings and scheduling each term. Full-time instructional personnel shall be given five (5) working days to review and make suggestions regarding the proposed master schedule before the schedule is finalized. The decision of the College is final. In addition, employees are encouraged to develop and teach courses that may be of interest to students, provided there is sufficient enrollment for the course and the course is part of an approved degree or certificate program. Course cancellations, unassigned classes, and other similar events may result in modification to the course master schedule(s).

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Section 4. Class Sizes

The College will determine the course capacity limits for all classes. Capacity for distance learning and traditional classes will be the same; however, course capacity limits may deviate due to equipment and/or classroom limitations or other circumstances as determined by the College.

Section 5. Class Cancellations/Class Rescheduling

Bargaining unit employees have no authority to reschedule class meeting days, times, or locations. Classes shall not be moved to alternative locations, days, or times without advance notification to the appropriate Academic Dean except for exigent circumstances when a note will be placed on the door or otherwise conspicuously placed. Classes may be cancelled by the College for reasons such as, but not limited to, natural disaster (such as a hurricane warning), civil disturbances, air conditioning failure, etc. In case of an emergency, such as fire alarm or suspected gas leak, etc., employees shall instruct students to leave the building and remain at a safe distance until instructed by College Facilities personnel that the building is safe to reenter.

Section 6. Qualifications and Credentialing

Instructional personnel may be assigned only to teach credit courses for which they are qualified by reason of academic preparation and/or experience, as defined, and/or modified, by the District Board of Trustees in the Faculty Qualification Guidelines.

Section 7. Seniority

Seniority is the length of service with the College on a continuous, full-time basis. Approved leaves, with or without pay, do not adversely affect seniority.

ARTICLE 4
WORK EXPECTATIONS

In order to maintain the standards of excellence to which CFK is committed, all employees are expected to observe the highest standards of job performance and professional excellence.

Section 1. Non-Instructional Personnel

The following is a list of possible duties for the work of full-time non-instructional personnel during the thirty-seven and a half (37.5) hour workweek. This list is not exhaustive and may include other duties as requested by their immediate supervisor:

- Staffing – Coordinate with departmental personnel to ensure consistent and adequate staffing and service levels.
- Student Support – Provide student support during posted hours of operation.
- Testing - Assist in the monitoring of out-of-class testing.
- Meetings - Attend and participate in departmental, division, and college-wide meetings by arriving promptly and remaining for the duration of the meeting.
- Committee Assignments - Participate in a timely and thorough manner in all campus, CFK, and community committee assignments.
- Graduation/Commencement - Attend and participate in graduation/commencement ceremonies in appropriate academic regalia.
- Student Organizations - Advise student organizations.
- Accreditation - Participate in the preparation of accreditation reports and documents and assist in the preparation for any visitation associated with the accreditation process.
- Paperwork - File all paperwork required by CFK in a complete and timely manner.
- Recruitment and Retention - Participate in student recruitment and retention activities.
- Mentoring - Provide mentoring services to new employees.

- Grants - Participate in the preparation of grant proposals.
- Licenses - Maintain all professional licenses and certifications required for professional standing.

Section 2. Instructional Personnel

The following is a list of possible duties for the work of full-time instructional personnel (Faculty) during the thirty-seven and a half (37.5) hour workweek. The workweek will comprise ten (10) on-campus office hours, fifteen (15) class-contact hours, seven and a half (7.5) campus hours, and seven and a half (7.5) discretionary hours; hours may be adjusted, as required, with written approval of the appropriate Academic Dean. In the event that a faculty member's hours must be adjusted to fulfill teaching obligations, as approved by the appropriate Academic Dean, an average of seven and a half (7.5) discretionary hours over the course of the semester will be maintained. This list is not exhaustive and may include other duties as requested by the Dean:

- Teaching – Full responsibility to provide proper instruction to students.
- Preparation and Curriculum - Provide appropriate course preparation to meet course objectives, grade student assignments in a timely manner, and participate in curriculum and new program development and/or revision. Prepare and provide to students on the first day of class a course syllabus that describes the course goals, objectives, and requirements, the nature of the course content, the methods of evaluation to be employed, and the basis upon which grades will be assigned. This course syllabus shall be submitted in advance to and be approved by the supervisor of the department offering the course and shall comply with all departmental standards.
- Student Support – Provide student support during posted office hours or by appointment at agreed upon times between the student and the employee that are outside of regularly scheduled office hours.

- Testing - Assist in the monitoring of out-of-class testing.
- Meetings - Attend and participate in departmental, division, and college-wide meetings by arriving promptly and remaining for the duration of the meeting.
- Committee Assignments - Participate in a timely and thorough manner in all campus, CFK, and community committee assignments.
- Graduation/Commencement - Attend and participate in graduation/commencement ceremonies in appropriate academic regalia.
- Student Organizations - Advise student organizations.
- Accreditation - Participate in the preparation of accreditation reports and documents and assist in the preparation for any visitation associated with the accreditation process.
- Paperwork - File all paperwork required by CFK in a complete and timely manner.
- Grades - Submit all documents regarding grades within the deadlines established by CFK using the CFK-approved platform. Accommodations will be made if CFK-approved platform is not functioning.
- Recruitment and Retention - Participate in student recruitment and retention activities.
- Mentoring - Provide mentoring services to new employees.
- Grants - Participate in the preparation of grant proposals.
- Licenses - Maintain all professional licenses and certifications required for professional standing.

Section 3. Summer Hours

In the event the College elects, in its sole discretion, to reduce working hours for non-bargaining unit employees during the summer, it shall make the equivalent reductions to working hours for bargaining unit employees.

ARTICLE 5
GRIEVANCE AND ARBITRATION

Section 1. **Grievance Overview**

A. Purpose: The parties agree that a prompt and efficient procedure for the investigation and resolution of grievances, in accordance with Chapter 447, Part II Florida Statutes, and a timely and just settlement of grievances can best promote a harmonious and cooperative relationship between the parties and thus is of mutual concern and interest. Therefore, the parties shall attempt to settle all grievances promptly and fairly at the point of origin. In order to achieve this, the Grievant, Union and the Administration shall make available to one another all known relevant facts and provide in a timely manner such public documents and public information in accordance with law as may be requested to enable the parties to resolve grievances and maintain harmony within the CFK environment. The orderly process set forth in this Article shall be the sole method for the resolution of grievances.

B. Definitions:

- Days, Workdays, or Working Days- as used in this Article, unless otherwise stated herein, shall exclude official CFK holidays applicable to bargaining unit members but shall include a regular workweek (Monday-Friday) excluding weekends (Saturday — Sunday).
- Grievance - a dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement, or handbook, policies, or procedures specifically incorporated by reference in this Agreement.
- Grievant— any bargaining unit member, group of members, or the Union that files a grievance as defined in this Article.

- Respondent — CFK or the appropriate administrator
- C. Individual / Union Grievances: The Union shall have the right to file and pursue grievances on behalf of individual bargaining unit members or groups of bargaining unit members, in accordance with this Article. The Union shall have the right to file and pursue grievances on behalf of itself, in accordance with this Article. The Union and bargaining unit member grievances shall be filed on forms mutually agreed to by the parties. The Union and bargaining unit member grievances shall be filed separately in separate grievance documents and if a grievance is filed on behalf of an individual, it shall be signed by the individual grievant.
- D. Grievance Processing by an Individual or the Union: Bargaining unit members, including Union representatives and officers, shall not permit the investigation or processing of grievances to interfere with their normal work responsibilities.
- E. Representation: The Union shall have the right to represent, or not represent, any bargaining unit member, upon the bargaining unit member's request, at any step of this grievance procedure, provided, however that individual employees may, upon notice to UFF, initiate and represent themselves in processing their own individual grievances. The Union reserves the right not to represent non-members. Non-members are bargaining unit employees who are not dues paying members of the Union. The Union has the right to be present at any step of the Grievance Procedure whether or not the Union is representing the Grievant in the process. No employee shall have the right to pursue a Grievance to the arbitration step of this Grievance Procedure without the Union's consent unless the Union has declined to represent said employee due to their status as a non-member of the Union.
- F. Non-Applicability of Grievance Procedure. This grievance procedure cannot be used by the Union or any bargaining unit member to dispute a decision by CFK that involves the

reasonable exercise of judgment including but not limited to decisions not to renew the contract of an employee on annual contract or non-continuing 10-month contract to dispute a decision by CFK not to award a contract, or a promotion, to a unit employee, except to the extent that a grievance alleges the failure by the Administration to follow the procedures set forth in this Agreement.

G. Time Limits and Contents of Grievance. The time limits set forth in this Article are of the essence and must be strictly complied with but may be extended by mutual written agreement of the parties. A Grievant or the Union's failure to process a grievance within the time limits set forth in this Article, or that fails to contain the required contents in the Grievance as set forth below, shall mean that the Grievance shall be treated as withdrawn. Upon the failure of CFK to provide a response within the time limits provided in this Article, the Grievant or the Union may appeal to the next grievance step. In the event a deadline for action by either party should fall on a non-working day as defined in paragraph B above, the deadline shall be extended to the next working day. Due to the importance of processing a Grievance as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. In order to be eligible for processing, a Grievance must be timely filed in the form set forth attached as Appendix A and contain the following:

1. The name of the Grievant, whether it is an individual employee or the Union.
2. The identification of the event or omission that gave rise to the Grievance and the time it occurred and a short, plain statement of the facts surrounding the grievance, with an explanation of how the contract was violated.
3. The citation of the particular sections and subsections of this Agreement (not articles alone) on which the Grievant relies.

4. A statement of the precise relief sought.
5. The signature of the Grievant(s).

Section 2. Grievance Process

Grievances that are properly and timely filed, shall be processed in accordance with the following procedure:

Step 1: Within twenty (20) working days of the occurrence of the event or omission giving rise to the Grievance, or when the bargaining unit member first knew or reasonably should have known of such act or omission, if that date is later, an eligible Grievant shall file the Grievance document with their immediate supervisor and provide a copy to the Office of Talent Acquisition, Development, and Accountability. If mutually agreed upon in writing, within twenty (20) 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 will be allowed ten (10) working days following the meeting to respond to the Grievance in writing. If either party does not agree to meet, the immediate supervisor shall have twenty (20) working days following the receipt of the Grievance to respond to the Grievance in writing. This written answer may consist of a notation on the grievance document and will be copied to the Office of Talent Acquisition, Development, and Accountability. Failure of the College to respond will entitle the Grievant to advance to Step 2.

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Step 2: If the Grievance is not settled at Step 1, or if no written response is received at Step 1, or if the disposition of the Grievance is unacceptable to the Grievant, the Grievant may appeal the Grievance to Step 2 by filing an appeal with the President or an individual designated to hear Grievances at Step 2) and a copy provided to the Director of Talent Acquisition, Development, and Accountability within ten (10) working days after the receipt of the answer at Step 1. Once the grievance document has been properly filed at Step 2, a meeting to discuss the Grievance at

Step 2 will be conducted by the President (or individual designated to hear Grievances at Step 2) within ~~twenty-five~~ (2015) working days. There shall be ~~fifteen-twenty~~ (2015) working days in which to provide a written response to the Grievant after the meeting. The written response may consist of a notation on the grievance document. Failure of the College to respond will entitle the Grievant to advance to arbitration.

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Section 3. Arbitration

Only those Grievances that have been processed through the grievance procedure in strict compliance with all of its requirements may be taken to arbitration. The Union may, at its sole discretion, appeal the grievance to arbitration, provided that in cases where the Union has declined to represent an employee due to their status as a non-member of the Union, said employee may appeal the grievance to arbitration. However, in the interest of time, the parties may mutually agree to expedite a Grievance directly to arbitration. If the Grievant is not satisfied with the disposition of the Grievance at Step 2, or if no answer is received within the ~~twenty-five~~ (2015) working day period applicable to Step 2, the Grievance may be submitted to arbitration. The arbitration procedure shall be initiated by filing a written request for arbitration with the Director of Talent Acquisition, Development, and Accountability within ~~twenty-five~~ (2015) working days after receipt of written disposition at Step 2, or, if no answer is received, within ~~twenty-five~~ (2015) working days after the expiration of the ~~fifteen-twenty~~ (2015) working day period identified in Step 2. A copy of the grievance document must be attached to the request. The filing or pendency of any Grievance or of arbitration proceedings shall not operate to impede, preclude, or delay CFK from taking the action under consideration. In no event shall any bargaining unit member, as a result of a pending Grievance, receive compensation following cessation of employment.

A. Selection of Arbitrator. The Union shall file a request with the Federal Mediation and

Conciliation Services (FMCS) for an Arbitration Panel of seven (7) members. Within fifteen (15) days after receipt of the Arbitration Panel, representatives of the parties shall confer and select an arbitrator from the Arbitration Panel. Each party shall have the right to reject one list of arbitrators from an FMCS panel in its entirety. This right must be exercised within fifteen (15) days after receipt of the Arbitration Panel. Selection shall be by mutual agreement or by alternatively striking names from the Arbitration Panel until one name remains. The moving party shall strike first.

- B. No arbitrator shall have simultaneously more than one Grievance involving this Agreement without the parties' consent.
- C. The arbitration will then proceed in accordance with the reasonable orders and requests of the arbitrator, but subject to the following conditions:
 - 1. If it is necessary to hold arbitration proceedings during duty hours, parties to the Grievance shall be excused from their other CFK duties for the duration of the time they are needed in the proceedings. Every effort shall be made to accommodate class scheduling.
 - 2. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.
 - 3. The arbitrator shall not have the power to abridge or curtail any rights reserved to CFK in this Agreement.
 - 4. Arbitration shall be confined solely to the application and/or interpretation of this Agreement. Arbitration shall be confined solely to the precise issue(s) submitted for Arbitration. Only those acts or omissions identified at Step 2 of the grievance procedure contained in this Agreement may be considered for arbitration under this Article. The arbitrator shall have no authority to determine any other issue(s).

5. In any arbitration involving a question of monetary liability, the parties shall have a right to a reasonable time for briefing the case and a decision shall be due within thirty (30) working days after the date set for filing briefs. Time limitations may be adjusted by mutual agreement of the Parties.
6. Neither party will present evidence regarding offers to settle or compromise a grievance.
7. All costs of any arbitration, including the arbitrator's fees and expenses, cost of transcripts (which shall be made available at the request of either party), and cost of meeting rooms shall be borne equally by CFK and Grievant or the Union, unless otherwise agreed by the parties.
8. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than 30 days prior to the date the Grievance was initially filed in accordance with the grievance procedure of the Agreement or the date on which the act or omission occurred, whichever is earlier; provided however, that in no case will an award be made for an act or omission occurring before the effective date of this or any predecessor Agreement.
9. Where an administrator has made a judgment involving the reasonable exercise of discretion the arbitrator shall not substitute the arbitrator's judgment for that of the administrator; however, if the arbitrator determines that the Agreement has been violated, the arbitrator shall direct CFK to take appropriate action. The arbitrator shall have no power to award continuing contract status.
10. CFK shall not be required, as the result of any grievance resolution or arbitration decision, to violate any law, regulation, accreditation requirement or rule applicable

to the operation of CFK.

11. The arbitrator's decision shall be final and binding, but only to the extent required by applicable law. The decision of the arbitrator will be made in writing to both parties at the same time. Either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction or powers, pursuant to Florida Statutes Chapter 682.
12. The arbitrator shall be empowered to make reasonable orders so that the matter can be expeditiously resolved but shall accommodate the parties within reason as to hearing dates and continuances, where need is shown.
13. CFK shall have the burden of proof by a preponderance of the evidence in all grievances involving the determination of just cause for imposing discipline. In other matters the burden of proof by a preponderance of the evidence shall be on the grievant and/or Union.

- D. Issues of Arbitrability: Within ten (10) days of the hearing, the arbitrator shall hear issues of arbitrability before hearing the merits of the grievance. If the arbitrator finds the grievance is not arbitrable, it shall be referred to the parties without decision or recommendation on its merits.
- E. Election of Remedies: A bargaining unit member's election to proceed through a resolution process provided by CFK's internal policies or commencement of a proceeding against CFK or any managerial employee of CFK or any member of the District Board of Trustees in a court of law or equity, or before the Florida Public Employees Relations Commission, or any other administrative agency, by the Union or any bargaining unit member, alleging the same issue or seeking the same remedy, shall be deemed a waiver by said unit member(s) or the Union of the ability to resort to the grievance or arbitration

procedure contained herein for the resolution of the alleged violations of this Agreement.

In such instances the grievance or arbitration will be deemed withdrawn. A Grievant electing to have a discrimination complaint resolved through the grievance/arbitration provisions will execute a formal waiver reflecting that selection. As an exception to this provision, a Grievant may file a federal EEOC charge while the Grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. 2000e, et seq.

- F. Reprisal. No reprisals of any kind will be taken by the Administration of CFK and/or the Union against any bargaining unit member because of their participation in this grievance procedure.

ARTICLE 6

EMPLOYMENT CONTRACTS

Pursuant to College Board Rules 5.100, 5.110, and 5.115, employment contracts will be awarded in accordance with Florida Statute (F.S.) 1001.64(18), 1001.64(25), and 1012.83 and State Board of Education Rule (SBE) 6A-14.041 and 6A-14.0411. Nonrenewal of an annual contract or non-continuing 10-month contract does not entitle the person to the reasons for non-renewal and is not subject to grievance, arbitration, hearing or discipline/termination procedures provided by this Agreement.

Section 1. Non-Instructional Personnel Employment Contracts

Full-time non-instructional personnel employment contracts are 12-month contracts. ~~that consist of approximately 237 duty days.~~

Section 2. Instructional Personnel Employment Contracts

Full-time instructional personnel employment contracts, both continuing and non-continuing, are 10-month contracts that consist of 193 duty days, assigned as follows:

Fall Term I and Spring Term II Total 164 days with 80 to 84 duty days in the Fall

Semester and 84 to 80 days in the Spring Semester.

Summer Term/Term III 29 duty days

Section 3. Instructional Load Credit

A. Full-time 10-month faculty members' instructional load per fall and spring term is five classes, without laboratories, of three credit hours each, or 15 credit hours in total. For each class taught with less than three credit hours, the full instructional load per term will be 15 credit hours, or as close to 15 credit hours as possible. 10-month faculty members are required to teach 6 credits in the summer term.

B. In the event that full-time faculty does not meet the required instructional load, the Vice President, Academic Affairs may approve one of the following to complete the faculty's full load assignment:

Assignment of an ~~alternate~~additional course.

Development of an online course.

"Banking" of the deficient load by adding an additional course in the subsequent term.

Other assignments, i.e., conducting a faculty or staff workshop, conducting student review workshops, teaching in Continuing Education, tutoring, completing institutional research, recruiting, handbook revisions, etc. The faculty supervisor will establish an outcomes contract reflecting time and contact hours and evaluate the assignment at the end of the term. Supporting documentation of augmented duties will be included with the Faculty Load Letter.

Section 4. Continuing Contract Positions

Only full-time instructional (faculty) positions are eligible for continuing contract.

Employees hired into a position eligible for continuing contract, may be awarded continuing contract upon completion of at least five (5) years of successful full-time teaching during a period of not more than seven (7) years at CFK. Such service must be continuous except for leave duly authorized and granted. Any full-time faculty member who is not awarded continuing contract after seven (7) years is no longer eligible for continuing contract status and may not be considered for further employment.

To be recommended for continuing contract after the completion of five (5) years, the faculty member must demonstrate a consistent average of at least 80% on student evaluation measures of instructional effectiveness each semester and meet all other eligibility criteria, in accordance with Rule 6A14.0411, as follows:

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- a. Quantifiable measured effectiveness in the performance of faculty duties,
- b. Continuing professional development,
- c. Currency and scope of subject matter knowledge,
- d. Relevant feedback from students, faculty, and employers of students,
- e. Service to the department, college, and community; and
- f. Appropriate criteria measuring student success.

Criteria may also include the following:

- a. Educational qualifications, efficiency, compatibility, student learning outcomes.
- b. Capacity to meet the educational needs of the community.
- c. The length of time the duties and responsibilities of the position are expected to be needed.

Prior to initial appointment to continuing contract, eligible employees must be carefully evaluated by the Peer Review Committee (PRC). The PRC is composed of three (3) to five (5) full-time instructional personnel with continuing contract status. The Vice President of Academic Affairs will recommend to the President personnel to serve on the PRC by September 30 each year. The President shall have twenty (20) working days to respond to the recommendation -The employee will provide to the PRC a professional portfolio containing a factual description of the employee's teaching, curriculum, service and professional development, strengths, and accomplishments. The portfolio will include empirical evidence as well as a self-assessment as detailed in College Procedure 56.3. Recommendations for continuing contract will be made by the PRC to the appropriate Academic Dean for recommendation to the Vice President, Academic Affairs and President.

Each employee issued a continuing contract shall be entitled to continue in their respective full-time instructional position at CFK without the necessity for annual nomination or

reappointment until the individual retires or resigns from employment. Employees on continuing contract shall be reviewed annually by the immediate supervisor and shall submit a post-award professional portfolio every five (5) years to be evaluated by the PRC and the Academic Dean for the purpose of demonstrating continued achievement of standards set at the initial award of continuing contract and for demonstrating continual growth and development.

Upon recommendation of the President, the Board may dismiss or return to annual contract an employee on continuing contract for failure to meet post-award performance criteria or for cause, in accordance with Board Rule 6.430 and in accordance with F.A.C. 6A14.0411(7)(a)(b).

ARTICLE 7

MANAGEMENT RIGHTS

The Union recognizes that all statutory and inherent managerial rights, prerogatives, and functions, including those provided for in the College's policies and procedures, are retained and invested exclusively in CFK, except as expressly modified or restricted by a specific provision of this Agreement.

The Union recognizes that CFK has the sole exclusive rights, powers, authority, judgment, and discretion, including but not limited to the following:

1. To determine the organization of CFK's operations.
2. To determine the purpose of each of its constituent departments or subdivisions.
3. To exercise control and discretion over the organization and efficiency of operations of CFK.
4. To set standards of productivity and for the services to be rendered.
5. To manage and direct the personnel of CFK.
6. To select and hire personnel, determine their qualifications, assign, and direct their work; to classify, transfer, promote, train, schedule, retain, lay-off, recall and retire officers.
7. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve personnel from duties because of lack of work, funds or other legitimate reasons that are not in conflict with this agreement.
8. To determine the location, methods, means and personnel by which operations are to be conducted.
9. To determine the number of personnel of CFK's Offices.
10. To establish, change, modify, expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, service, or project.
11. To establish, change, or modify duties, tasks, responsibilities, or requirements within job

descriptions in the interest of efficiency, economy, technological change, or operating requirements.

12. To establish, implement and maintain an effective internal security practice.
13. To set dress code, uniform standards, and to select weapons, safety equipment and vehicles.
14. To set the starting and quitting time and to schedule the number of hours and shifts to be worked.
15. To approve or disapprove time off from work or leave without pay.
16. To use independent contractors to perform work or services; to subcontract, contract out, close down or relocate CFK's operations or portions thereof.
17. To control and regulate the use of CFK's vehicles, weapons, facilities, equipment, and other property of CFK.
18. To establish, change, combine or modify the duties, tasks, responsibilities, or requirements within position descriptions, and policies, rules, and regulations of CFK.
19. To promulgate and enforce CFK's policies and procedures manuals and those policies required to comply with accreditation standards or recommendations.

20. If a local state of emergency is declared, during the time of the declared emergency, the College may take whatever actions it deems appropriate.

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~~20.~~ Reference to any particular position at the College is understood to include the ability of the administration to use a substitute or designee, as appropriate.

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Neither CFK's exercise of a right, prerogative, or function, hereby reserved to CFK nor the failure to do so shall be considered a waiver of CFK's right to exercise its rights and prerogatives in some other way not in conflict with the express provisions of this agreement.

The exercise of management rights shall not preclude the bargaining unit members or the Union from raising grievances should such exercise have the practical consequence of violating the express terms and conditions of this Agreement. Furthermore, nothing in this Article shall be construed as limiting the Union's right to bargain the impacts of decisions made within the scope of management rights on wages, hours, and terms and conditions of employment.

ARTICLE 8

PERFORMANCE EVALUATION

Section 1. General Provisions

The College supports a formalized system of performance evaluations for all employees. The purpose of evaluations is to promote the highest quality student instruction and support and exceptional employee job performance. Evaluation of all employees shall be the responsibility of CFK administration and are conducted once per year.

Supervisors are expected to monitor and provide feedback to their employees during the year to provide opportunities for employee improvement. The recommendations and suggestions reflected on employee evaluation forms are designed to help employees improve their performance and the educational programs at the College. No member of the bargaining unit shall be assigned to conduct an evaluation of another member of the bargaining unit. Evaluations will be conducted by the employee's immediate supervisor.

Section 2. Non-Instructional Personnel

Overall assessments for non-instructional personnel evaluations provide ratings and/or commentary on the following topics:

1. Accomplishment of Duties and Responsibilities
2. Evaluation of Performance Expectations
3. Accomplishment of Goals or Objectives from the Evaluation Period
4. Establishment of New Goals or Objectives Related to the Department's Annual Plan
5. Overall Feedback and Recommendations

At the conclusion of the evaluation, the supervisor may make a recommendation for corrective action. If applicable, the supervisor's specific expectations and a timeline for satisfactory completion of those expectations (a Performance Improvement Plan) is provided in writing and

included with the evaluation. Lastly, the supervisor makes a recommendation of whether or not the employee's contract should be renewed.

See Appendix B for an example of the Full-Time non-instructional personnel evaluation form.

Section 3. Instructional Personnel on 10-Month Contract

Overall assessments for full-time instructional personnel evaluations will include commentary on the following criteria:

1. Currency and Scope of Subject Matter and Instructional Knowledge (25%)
2. Instructional Effectiveness and Use of Pedagogy (as evidenced by classroom observations, student course evaluations, and other means) (25%)
3. Student-Centered Activity and Services (20%)
4. Interpersonal Skills (10%)
5. Professional Development (10%)
6. College and Community Service (10%)
7. Three Criteria for Measuring Student Success, as established by the District Board of Trustees, which include:
 - (1) Demonstrated student improvement based on pre- and post-tests.
 - (2) The strategies and techniques the faculty member uses to improve student success.
 - (3) Whether the instructor provided appropriate learning opportunities for students to succeed.

See Appendix C for an example of the full-time instructional personnel evaluation forms (Continuing Contract/Annual).

Section 4. Instructional Personnel on Continuing Contract

Full-time instructional personnel on Continuing Contract are evaluated using the criteria above every other year. A short form is used in the interim year to provide feedback from student

evaluations and the supervisor's classroom observations, as well as an evaluation of overall performance. When necessary, the College's performance improvement plan (PIP) may be utilized.

Section 5. Joint Evaluation Committee

The College and the Union shall each appoint three (3) representatives to a Joint Evaluation Committee. The Committee shall meet at least ~~twice~~^{once} per year and shall review the performance evaluation system for bargaining unit members.

See Appendix D for an example of the continuing contract short-form evaluation.

ARTICLE 9

INSURANCE AND FRINGE BENEFITS

Section 1. Insurance Benefits

The College agrees to provide the same health, dental, life, disability, and legal insurance plans as provided to all other full-time employees of the College, as may be amended from time to time.

Section 2. Other Fringe Benefits

The College agrees to provide the same fringe benefits that are provided to all other full-time employees of the College, as may be amended from time to time.

Section 3. Sick Leave Use and Accrual

All personnel shall accrue one day of sick leave for each calendar month of continuous service, based upon their contract length. Thus, non-instructional personnel will accrue 12 days per year and instructional personnel will accrue 10 days per year.

Ordinarily, sick leave shall be with pay, but an employee must return for at least one full day of employment following any period of sick leave, in order to receive compensation for that period. This requirement shall be waived if an employee is unable to return to employment due to disability or death, retirement, or involuntary termination of employment, following a period of sick leave.

When requested by the employee's supervisor, sick leave must be substantiated by a written statement from the employee's physician or other appropriate health practitioner. If an employee calls in sick the day before or the day after a College scheduled holiday, and uses sick leave, the supervisor may require the leave to be substantiated by a written statement from the employee's physician or other appropriate healthcare practitioner.

Section 4. Annual (Vacation) Leave Use and Accrual

Non-instructional employees employed in full-time, twelve-month positions will earn annual leave according to the following accrual classification schedule:

Employees hired before July 1, 2009:

Full-time, twelve-month non-instructional personnel will earn annual leave at the rate of 1.84 days for each month of service (22 days per year). An employee in this classification may maintain a maximum balance of 44 days.

Employees hired on or after July 1, 2009:

Full-time, twelve-month non-instructional personnel will earn annual leave at the rate of 1.25 days for each month of service (15 days per year). An employee in this classification may maintain a maximum balance of 35 days. If an employee reaches the maximum balance of 35 days, annual leave will not continue to accrue until the balance has fallen below 35 days.

Approval of annual leave:

To minimize disruption to the operation of the College, the use of annual leave requires prior scheduling and advance approval by the employee's supervisor. Requests for annual leave should be submitted at least five workdays in advance of the date requested. In the event that an employee applies for sick leave, and the employee's sick leave balance has been exhausted, prior approval will not be necessary for the time requested to be drawn from accumulated annual leave. In which case, accumulated unused annual leave will be deducted in lieu of sick leave.

An employee wishing to use annual leave before their last day of employment must follow procedure and return to work for their final week of employment. If the employee does not return to work for the final week of employment, and leave was not approved according to policy, then the last day the employee reported to work will be considered the last day worked

and the employee will be compensated according to College policy, unless exemption is granted by the President. The President may require an employee to take accumulated annual leave prior to and up to the last day worked, when it is determined to be in the best interest of the College.

Eligibility for use of annual leave:

All employees must satisfactorily complete their probationary period of employment before annual leave may be requested.

Section 5. Personal Leave

Employees may utilize four (4) days of accumulated unused sick leave as personal leave per year, subject to approval of their immediate supervisor. A probationary employee is eligible to utilize one day of accumulated unused sick leave as personal leave under similar approval within their probationary period. Personal leave shall be non-cumulative. Each employee shall make every reasonable effort to advise their immediate supervisor in advance when requiring personal leave.

Section 6: Professional and Extended Professional Leave

Professional leave is for the purpose of allowing an employee to engage in activities which will result in his or her professional benefit or advancement, including earning college credits and degrees, or other activities that will contribute to the profession of education or to the benefit of the College. Extended professional leave is such leave which extends for more than thirty (30) consecutive days.

Application Process

Applications for professional or extended professional leave shall be submitted to the President on or before the last duty day in January for leaves requested for the upcoming Term III or the next academic year. A written request for professional or extended professional leave is initiated by the employee through their immediate Supervisor. The Supervisor and appropriate Vice President then make a recommendation for approval or disapproval to the President.

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Recommendations should include substitute personnel, if necessary. Leave will be granted only upon final approval by the President.

Eligibility Requirements

Professional leave may be authorized for full-time instructional personnel, who are on continuing contract and have completed at least five (5) years of full-time continuous service at the College and may also be authorized for full-time non-instructional personnel who have completed at least five (5) years of full-time continuous service. An employee may establish future eligibility after professional or extended professional leave by completing (3) continuous years of full-time service.

Leave Guidelines

Under special circumstances, and upon recommendation of the appropriate Vice President, and approval of the President, the length of time of leave may be extended or up to one (1) year.

Compensation While on Leave

Whether on professional or extended professional leave, an employee's compensation will not exceed one-half of his/her base salary for a maximum of one term unless otherwise approved in writing by the College President. Customary fringe benefits paid by the College will continue to be paid for a maximum of one term unless otherwise approved in writing by the College President except that annual and sick leave will not accumulate during professional or extended professional leave.

Factors to be Considered In Granting Leave

Consideration for granting professional or extended professional leave, the granting of which is solely at the discretion of the College, is based primarily upon the following objective factors:

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1. Total years of full-time service with The College of the Florida Keys.
2. Preference for applicants who have never received such leave.
3. Preference for advanced study and work activity in primary field.
4. Other activities such as research, writing and work-related travel may be considered.
5. Equity of distribution in the selection of individuals from different divisions.
6. Number of employees currently on Professional Leave.

Reporting/Repayment Requirements

Upon return from professional or extended professional leave each employee shall complete a report of the activities accomplished while on leave and shall submit this report to the appropriate supervisor or Vice President. Additionally, upon completing such leave, an employee must return to full-time employment at the College for at least one (1) full year, or must repay to the College any compensation authorized and paid to the employee during the time of leave.

Section 7. Other Leave

Temporary Duty Elsewhere:

With prior approval of the President or their designee, employees may be assigned to be temporarily absent from their regular duties and places of employment for the purpose of performing other educational services, including participation in school surveys, professional meetings, study courses, workshops, etc. Employees will receive their regular pay and may be allowed expenses as provided by law and rules of the State Board of Education and the Board of Trustees. Such temporary duty shall be considered equal to the regular duties of the individual and employees performing such assigned temporary duties shall not be considered to be on leave.

The President shall have the authority to assign various key personnel to participate in community professional organizations as representatives of the College. Attendance by College

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representatives at meetings and other activities of these community professional organizations within the immediate vicinity when approved by the President may not require temporary leave of absence. The use of temporary duty to attend meetings or other activities of community professional organizations as a College representative outside of the immediate vicinity shall be discretionary with the President and shall require prior approval.

Court Purpose Administrative Leave:

An employee who is summoned as a member of a jury panel shall be granted Jury Duty Leave, and jury fees shall be retained by the employee. The College shall not reimburse the employee for meals, lodging, and/or travel expenses incurred while serving as a juror. An employee subpoenaed as a witness in a matter directly related to their employment with the College shall be granted administrative leave with pay and any witness fees shall be retained by the employee. The College shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a witness.

—An employee subpoenaed in the line of duty to represent the College as a witness or defendant shall not be granted administrative leave, rather appearances in such cases shall be considered a part of the employee's job assignment and treated as Temporary Duty Elsewhere.

—The employee shall be paid per diem and travel expenses and shall be required to turn over to

the College any fees received from the court.

In no case shall administrative leave with pay be granted for court or other administrative proceeding when an employee is engaged in personal litigation or an action involving the union.

Section 8. Leave Approval

—Any combination of leave that will result in an employee being absent from their normal duties for more than one workweek (37.5 hours) will require additional signatory approval from the

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appropriate Vice President. Signatory approval of the President or the President's designee is only required if the appropriate Vice President is unavailable, or if the requestor is a direct report of the President.

ARTICLE 10
TERMINAL PAY

Section 1. Annual Leave

A. FINAL PAY UPON TERMINATION, RETIREMENT OR DEATH

Upon termination of employment, retirement under the Florida Retirement System or death, a full-time non-instructional employee, who has completed one year of contiguous full-time service with the College shall be paid for earned and unused annual leave at the employee's current rate of pay. For non-instructional employees hired on or after July 1, 2009, the maximum payout will be 15 days (112.5 hours). For non-instructional employees hired prior to July 1, 2009, the maximum payout will be 44 days (330 hours). Final pay in the event of an employee's death will be made to the employee's designated beneficiary, estate, or as provided by law.

The Office of Talent Acquisition, Development, and Accountability is responsible for the final calculation of terminal pay. The Office of Talent Acquisition, Development, and Accountability is also responsible for initiating and completing the claim for any individual whose employment has been terminated by death and will notify the employee's beneficiary and the Payroll Office.

B. FINAL PAY UPON TRANSFER

Upon transfer from a classification that earns annual leave to a classification that does not earn annual leave; an employee who has completed one year of continuous full-time service may be paid out for earned and unused annual leave. Hours and rate of pay will be computed based on the classification in which the employee earned the leave as delineated in the schedule that follows.

C. FORFEITURE

Accrued annual leave in excess of the established annual leave payout must be used prior to an employee's termination date (last day worked) or the excess leave will be forfeited. The President may require an employee to take accumulated annual leave prior to the last day worked, when determined to be in the best interest of the College. Employees who terminate for any reason before completing one year of continuous full-time service with the College or fail to give four-weeks' notice, will not receive an annual leave payout.

Section 2. Sick Leave

Terminal pay will not be calculated or granted for unused accumulated sick leave.

ARTICLE 11

REDUCTION IN WORKFORCE

A. In the event the District Board of Trustees determines that the number of bargaining unit employees must be reduced for any reason, such reduction in bargaining unit members shall be based on objective, reasonable, and non-discriminatory standards, which shall not be arbitrary nor capricious nor deprive employees of other rights conferred by this Agreement or the laws of Florida and the United States. If a reduction in the number of bargaining unit members is determined to be necessary, the District Board of Trustees shall comply with the mandates in State Board of Education Rule 6A-14.0411(7)(b).

B. Notice. The Administration will notify the Union as soon as practical but at least 15 days prior to an anticipated reduction in force (RIF). Following the notice, and upon request from the Union, the parties will meet in reasonable times and places to generally discuss the decision and negotiate any impacts.

Recall. Members who are released from employment pursuant to this Article shall have right of first refusal to be recalled to any subsequently posted vacant position at the College for which they are credentialed. When a bargaining unit vacancy is posted, e-mail notification will be sent to RIF employees at their last known email address for one year following the RIF. An employee so notified must respond within fifteen (15) calendar days or forfeit the right to be considered.

ARTICLE 12

INTELLECTUAL PROPERTY RIGHTS

Section 1. General Provisions

The College supports and encourages its employees and students to develop and publish (i) scholarly and creative works, (ii) educational materials, and (iii) products/intellectual property, all of which may be subject to copyright or patent protection, and which may generate royalty income. Such activities increase professional knowledge, provide creative models for students, help promote public/private partnerships, and bring recognition to the College.

These developments may involve the use of College time and resources. The policy listed below, therefore, defines the rights and obligations of all parties concerned. This policy should be considered a binding agreement between the College and its employees and the College and its students; each employee's continued employment; and each student's matriculation at the College, shall be considered adequate consideration for this binding agreement. This policy shall be included in the Student Handbook.

Section 2. Determination of Rights

To determine the disposition of rights to copyrightable materials, patents, and other intellectual property (collectively, "intellectual property") developed by College personnel and students; such ownership rights will be interpreted within the framework of the categories listed below.

Individual Effort

Ownership, and rights associated therewith, of intellectual property generated as a result of individual initiative, and not as a specific College assignment and with only incidental use of College facilities, and/or resources, shall reside solely with the author or inventor; provided,

however, the College shall be granted a royalty-free license to make full use of all products and processes so developed.

College Assisted Individual Effort

When the College provides support of an individual effort resulting in intellectual property by contributing College personnel and/or student time, facilities and/or other College resources to the effort, the College is entitled to certain rights and privileges as listed below:

- The College shall be granted a royalty-free license to make full use of all products and processes so developed.
- The College will recover all costs, supported by detailed records on time and materials.
- A written agreement between the individual and the College may create other rights and responsibilities, including joint ownership.

College Initiated and Supported Efforts

Ownership of intellectual property developed as a result of specific assignment by the College or arising out of duties for which the individual was specifically employed by the College, shall reside exclusively with the College. Under special circumstances, the College may share royalty income with the author or inventor upon recommendation by the College and approval by the Board of Trustees.

Sponsor Supported Efforts

College personnel and students who produce intellectual property under sponsor-supported projects shall be governed by the specific terms and conditions of the sponsorship contract. College personnel are responsible for determining, in advance, the terms of sponsorship and shall be required to execute any Copyright/Patent Royalty Agreement with the sponsor.

Section 3. Royalty Income

Royalty income from intellectual property shall be distributed as listed below

Individual Effort

Royalty income derived from intellectual property produced from the individual effort of College personnel and students as defined above shall accrue solely to the author or inventor.

College Assisted Individual Effort

Royalty income derived from individual efforts, which are complemented by College time, facilities and/or resources, as defined above, shall accrue solely to the author or inventor.

However, repayment to the College must be made by the individual(s) concerned as outlined above, which also outlines the other rights of the College in these cases.

The above holds in all cases save those in which the individual(s) requests, and the College agrees to permit, its name to be used in connection with the product or process, and in which the College also agrees to market or assist in acquiring a marketing source for the product or process. In these cases, royalties will be shared, with the College receiving 25 percent of royalty income and the individual(s) receiving 75 percent of royalty income, unless a written agreement is executed and approved by all parties prior to the granting of the copyright or patent.

College Initiated and Supported Efforts

When intellectual property is generated by a specific College assignment or for any matters covered under the above definition, the College shall be the sole recipient of all income derived therefrom. In specific instances, where an exceptional individual-initiative product results in a marketable product, and only after College recommendation and Board of Trustees' approval, portions of royalty income derived therefrom may be shared between the College and the author or inventor. Such efforts shall be determined on a case-by-case basis.

Sponsor Supported Efforts

Royalty income derived from sponsor-supported efforts shall be disbursed in accordance with the specific terms of governing contractual or grant documents. Royalty income derived from intellectual property shall be disbursed to the College when the contract or grant document is silent as to disbursement of royalties.

Student Involvement/Ownership

Except for intellectual property resulting exclusively from a student's individual effort (as defined above), or unless otherwise expressly agreed, in writing by the College, student's contributions to efforts of College personnel, which result in the development of intellectual property, shall be considered part of the student's educational experience at the College; therefore, students shall not share in any ownership of intellectual property or royalties derived therefrom.

ARTICLE 13

SALARIES

For the 2025 fiscal year only, ending June 30, 2025, retroactive to July 1, 2024, all employees of the bargaining unit will be placed in the College's step framework, included below, as follows:

1. The College will determine the current hourly rate of the employee.
 - a. For 10-month employees, the contracted salary is divided by 193 duty days, and this daily rate is divided by 7.5 hours, totaling 1,447.5 hours.
 - b. For 12-month employees, annual salary is divided by 52 weeks, and this weekly rate is divided by 37.5 hours, totaling 1,950 hours.
2. The College will identify the appropriate step that coincides with the calculated hourly rate and grade.
 - a. The College will move the employee to the next highest step for their grade if the hourly rate falls between steps.
 - b. The College will place employees that fall below the minimum hourly rate into step one (1) for their grade.
3. For all bargaining unit members employed by the College as of July 1, 2023, or if employed in a regular full-time position that runs from one academic year to the next academic year and employment began with the 1st duty day of the academic year, the College will provide up to \$4,000 as a one-time, non-recurring payment for the difference if the salary increase is less than \$4,000 after placement.

**The College of the Florida Keys
Full-time Faculty**

Grade	Grade Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Associate's	1	\$ 40.53	\$41.75	\$43.00	\$44.29	\$45.82	\$46.99	\$48.39	\$49.85	\$51.34	\$52.88	\$54.47	\$56.10	\$57.79	\$59.52	\$61.31	\$63.14	\$65.04	\$66.99
Bachelor's	2	\$ 42.56	\$43.93	\$45.15	\$46.50	\$47.90	\$49.33	\$50.81	\$52.34	\$53.91	\$55.53	\$57.19	\$58.91	\$60.68	\$62.50	\$64.37	\$66.30	\$68.29	\$70.34
Master's Highly Tech	3	\$ 44.68	\$46.02	\$47.41	\$48.83	\$50.29	\$51.80	\$53.36	\$54.96	\$56.60	\$58.30	\$60.05	\$61.85	\$63.71	\$65.62	\$67.59	\$69.62	\$71.71	\$73.86
Master's + 30	4	\$ 46.92	\$48.33	\$49.78	\$51.27	\$52.81	\$54.39	\$56.02	\$57.70	\$59.44	\$61.22	\$63.05	\$64.95	\$66.89	\$68.90	\$70.97	\$73.10	\$75.29	\$77.55
Doctorate	5	\$ 49.26	\$50.74	\$52.26	\$53.83	\$55.45	\$57.11	\$58.82	\$60.59	\$62.41	\$64.28	\$66.21	\$68.19	\$70.24	\$72.35	\$74.52	\$76.75	\$79.05	\$81.43

**The College of the Florida Keys
Career & EAP**

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	\$17.56	\$18.09	\$18.63	\$19.19	\$19.76	\$20.36	\$20.97	\$21.60	\$22.24	\$22.91	\$23.60	\$24.31	\$25.04	\$25.79	\$26.56	\$27.36	\$28.18	\$29.02
2	\$18.96	\$19.53	\$20.12	\$20.72	\$21.35	\$21.99	\$22.64	\$23.32	\$24.02	\$24.74	\$25.49	\$26.25	\$27.04	\$27.85	\$28.69	\$29.55	\$30.43	\$31.35
3	\$20.48	\$21.10	\$21.73	\$22.38	\$23.05	\$23.74	\$24.46	\$25.19	\$25.95	\$26.72	\$27.53	\$28.35	\$29.20	\$30.08	\$30.98	\$31.91	\$32.87	\$33.85
4	\$22.12	\$22.78	\$23.47	\$24.17	\$24.90	\$25.64	\$26.41	\$27.21	\$28.02	\$28.86	\$29.73	\$30.62	\$31.54	\$32.48	\$33.46	\$34.46	\$35.50	\$36.56
5	\$23.89	\$24.61	\$25.35	\$26.11	\$26.89	\$27.70	\$28.53	\$29.38	\$30.26	\$31.17	\$32.11	\$33.07	\$34.06	\$35.08	\$36.14	\$37.22	\$38.34	\$39.49
6	\$25.80	\$26.58	\$27.37	\$28.19	\$29.04	\$29.91	\$30.81	\$31.73	\$32.68	\$33.66	\$34.67	\$35.72	\$36.79	\$37.89	\$39.03	\$40.20	\$41.40	\$42.65
7	\$27.87	\$28.70	\$29.56	\$30.45	\$31.36	\$32.30	\$33.27	\$34.27	\$35.30	\$36.36	\$37.45	\$38.57	\$39.73	\$40.92	\$42.15	\$43.41	\$44.72	\$46.06
8	\$30.09	\$31.00	\$31.93	\$32.89	\$33.87	\$34.89	\$35.93	\$37.01	\$38.12	\$39.27	\$40.44	\$41.66	\$42.91	\$44.20	\$45.52	\$46.89	\$48.29	\$49.74
9	\$32.50	\$33.48	\$34.48	\$35.52	\$36.58	\$37.68	\$38.81	\$39.97	\$41.17	\$42.41	\$43.68	\$44.99	\$46.34	\$47.73	\$49.16	\$50.64	\$52.16	\$53.72
10	\$35.10	\$36.16	\$37.24	\$38.36	\$39.51	\$40.69	\$41.91	\$43.17	\$44.47	\$45.80	\$47.17	\$48.59	\$50.05	\$51.55	\$53.10	\$54.69	\$56.33	\$58.02
11	\$37.91	\$39.05	\$40.22	\$41.43	\$42.67	\$43.95	\$45.27	\$46.63	\$48.02	\$49.45	\$50.95	\$52.48	\$54.05	\$55.67	\$57.34	\$59.06	\$60.84	\$62.66
12	\$40.94	\$42.17	\$43.44	\$44.74	\$46.08	\$47.46	\$48.89	\$50.36	\$51.87	\$53.42	\$55.02	\$56.68	\$58.38	\$60.13	\$61.93	\$63.79	\$65.70	\$67.67
13	\$44.22	\$45.55	\$46.91	\$48.32	\$49.77	\$51.26	\$52.80	\$54.38	\$56.02	\$57.70	\$59.43	\$61.21	\$63.05	\$64.94	\$66.89	\$68.89	\$70.96	\$73.09
14	\$47.76	\$49.19	\$50.66	\$52.18	\$53.75	\$55.36	\$57.02	\$58.73	\$60.50	\$62.31	\$64.18	\$66.11	\$68.09	\$70.13	\$72.24	\$74.40	\$76.64	\$78.93
15	\$51.58	\$53.12	\$54.72	\$56.36	\$58.05	\$59.79	\$61.59	\$63.43	\$65.34	\$67.30	\$69.32	\$71.39	\$73.54	\$75.74	\$78.02	\$80.36	\$82.77	\$85.25
16	\$55.70	\$57.37	\$59.10	\$60.87	\$62.69	\$64.58	\$66.51	\$68.51	\$70.56	\$72.68	\$74.86	\$77.11	\$79.42	\$81.80	\$84.25	\$86.78	\$89.39	\$92.07

~~A.~~

~~B. Effective on ratification of the Agreement, all bargaining unit members employed by CFK as of July 1, 2023, or if employed in a regular full-time position that runs from one academic year to the next academic year. Salaries will be increased by six percent (6%).~~

G.A. Instructional Personnel Salary Schedule. The salary ranges — for the instructional personnel positions shall be as follows:

Education	10-month	
DEGREE	193 Days Minimum	193 Days Maximum
Doctorate	\$65,120 <u>\$71,310</u>	\$108,529 <u>\$117,865</u>
Master's+ 30	\$61,542 <u>\$67,915</u>	\$102,572 <u>\$112,252</u>
Master's/ Highly Tech.	\$58,159 <u>\$64,681</u>	\$96,936 <u>\$106,907</u>
Bachelor's	\$54,962 <u>\$61,601</u>	\$91,608 <u>\$101,816</u>
Associate's	\$51,940 <u>\$58,667</u>	\$86,572 <u>\$96,968</u>

D.B. Non-instructional Personnel Salary Schedule. The salary ranges for the non-instructional personnel positions shall be as follows:

- Academic Services Advisors: ~~\$63,380 - \$104,757~~\$54,991 - \$91,651
- ~~Manager/Assistant Director~~, Learning Resource Center: ~~\$63,380 – \$104,757~~\$49,066 – \$81,451.
- Assistant Director, Student Success Services (Accessibility ~~Services~~): ~~\$58,685 - \$96,997~~

~~E. \$49,066 - \$81,451~~

C. Initial Placement. In general, new hires will be placed on step one (1) of the appropriate grade in accordance with the framework. At the discretion of the President, or their designee, with approval by the District Board of Trustees, new employees may be hired above the minimum

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range for their position to a maximum of step four (4).

~~F. Employees may be hired above the minimum range for their position~~

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D. Overload. Upon ratification of the agreement, full-time instructional personnel teaching in overload, who meet the requirements of senior adjunct, and have received “proficient” or higher on annual evaluations, are eligible for a 10% increase above the normal adjunct pay rate for their level.

E. Special Compensation.

1) One (1) full-time Academic Services Advisor who agrees to provide academic services training will receive additional compensation of Five Thousand Dollars (\$5,000) annually, for up to three years or the end of this contract, whichever comes sooner, paid out in semi-monthly installments.

2) In the event that the College receives external funds to support salaries, the College may provide up to \$7,000 additional compensation for employees in specific areas or across the board for up to three years or the end of this contract, whichever comes sooner. Provided that the donor has not already determined or established the conditions, the College will establish the criteria for the additional compensation. At minimum, criteria will include the following:

- Approved by the College for such compensation.
- Satisfactory Performance Evaluation or a satisfactory CFK Probationary Review (new employees).

ARTICLE 14

SEVERABILITY

If any provision of this Agreement or any application of this Agreement to the parties is held to be contrary to law or State Board of Education Rules, then such provision or application shall not be deemed valid, except to the extent permitted by law or regulations. All other provisions or applications shall continue in full force and effect until termination of this Agreement. The parties will at that point conduct impact bargaining, if required, as per Chapter 447 of the Florida Statutes as to such provision or application declared in conflict.

ARTICLE 15

DURATION

This Agreement shall be effective following ratification by the Bargaining Unit and by the CFK District Board of Trustees and shall continue through June 30, 2027⁴. There may be a reopening with respect to Article 13 Salaries which shall commence no later than 30 days prior to July 1, 2025², if either party notifies the other in writing of a request to reopen at least 60 days prior to July 1, 2025².

There may be a second reopener with respect to Article 13 Salaries which shall commence no later than 30 days prior to July 1, 2026⁵³, if either party notifies the other in writing of a request to reopen at least 60 days prior to July 1, 2026⁵³. Either party may choose to open Article 8 concurrent with reopener negotiations on Article 13 prior to July 1, 2025², or July 1, 2026³. Additional ~~articles may~~ be reopened at any time by mutual agreement in writing.

District Board of Trustees

The College of the Florida Keys

United Faculty of Florida

The College of the Florida Keys
Chapter

BY

CFK BOT Chair

~~District Board of Trustees~~

~~College of the Florida Keys~~

BY
CHAIR 


CFK BOT Chair

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~~United Faculty of Florida,
The College of the
Florida Keys Chapter~~

BY
PRESIDENT

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