2011-2014
FGCU – UFF Chapter
Collective Bargaining Agreement

2012-2013 Re-opener Meeting Minutes
July 10, 2012
1:00 pm – 4:00 pm
LH 4200

ATTENDEES

UFF Bargaining Team: Lucero Carvajal, Maddy Isaacs (Chief Negotiator), Michael Moats, Jeff Kleeger, David Steckler

Management Bargaining Team: Steven Belcher, Lois Christensen, David Kakkuri, Kathy Miller, Hudson Rogers (Chief Negotiator), David Vazquez

FMCS Mediator: Ines Delgado-Alberto

Handouts: Chapter 447.301 Florida Statutes - Public Employee’s Rights; Organization and Representation
UFF Proposal 07/10/12 – Article 23 Salaries
UFF Proposal 07/10/12 – Article 24 Benefits
UFF Proposal 07/10/12 – Article 17 Leaves
UFF Proposal 07/10/12 – Article 20 Informal Resolution, Grievance and Arbitration Procedures
UFF Proposal 07/10/12 – Article 31 Totality of the Agreement

1. Meeting minutes of June 18, 2012 reviewed and approved.

2. The parties discussed scheduling bargaining meetings for July and August. Hudson said that starting next week, he would be on vacation for about two weeks but did not want bargaining to be put on hold while he was away. He said that in order to ensure continuity Kathy Miller will assume the role of Chief Negotiator for the Management Team starting tomorrow (July 11, 2012). The parties confirmed scheduling sessions as follows: Tuesday, July 17, 2012 from 9:00 am to 12:00 pm; Tuesday, August 7, 2012 from 9:00 am to 12:00 pm; Thursday, August 9, 2012 from 9:00 am to 12:00 pm.

3. Management provided UFF a copy of Chapter 447.301 F.S. and discussed the provisions in subsection (4) in response to the discussion at the June 18, 2012 bargaining session regarding the Galbreath v School Board of Broward County. The parties discussed their respective interpretation of how the language in 447.301(4) F.S. and Galbreath relate to the arbitration representation process in Article 20 – Informal Resolution, Grievance and Arbitration Procedures.

4. UFF provided Management a proposal for Article 23 – Salaries dated 07-10-12 as a Counter-proposal to the Management Proposal #3 provided to UFF on 06-18-12. UFF indicated that the revised UFF proposal for Article 23 – Salaries is the same proposal previously provided to Management on 06-14-12 with the addition of a proposal that employees’ receiving promotion to Instructor Level III or Academic Advisor Level III be provided a twelve percent (12%) increase to their previous year’s base salary. The UFF reviewed and the parties discussed the language in the UFF proposal for Article 23. UFF prior to and after presenting the proposal for Article 23
stated that they would be happy to hear any proposals management had to extend the time frame for accomplishing the proposed goals.

5. UFF provided Management a proposal for Article 24 – Benefits dated 07-10-12 as a Counter-proposal to the Management Proposal #1 provided to UFF on 06-11-12. UFF indicated that the revised UFF proposal for Article 24 – Benefits is the same UFF proposal previously provided to Management on 06-05-12. The UFF reviewed and the parties discussed the language in the UFF proposal for Article 24.

6. UFF provided Management a proposal for Article 17 – Leaves dated 07-10-12 as a Counter-proposal to the Management Proposal #5 previously provided to UFF on 06-18-12. The UFF reviewed and the parties discussed the language in the UFF proposal for Article 17.

7. UFF provided Management a proposal for Article 20 – Informal Resolution, Grievance and Arbitration Procedures dated 07-10-12 as a Counter-proposal to the Management Proposal #3 provided to UFF on 06-14-12. The UFF reviewed and the parties discussed the language in the UFF proposal for Article 20.

8. UFF provided Management a proposal for Article 31.2 – Totality of Agreement, No Obligation to Bargain dated 07-10-12. Management objected to the submission of a proposal for Article 31.2. Management stated that according to Article 29.2 - Right to Reopen for 2012-2013, the CBA provides, “either party may reopen no more than one (1) article each upon written notification to the other party by September 26, 2011 except that Article 3 and Article 4 shall not be reopened unless both parties mutually agree to reopen one of both of these two (2) articles.” UFF indicated that they disagreed with Management’s interpretation and cited the language in Article 31.2 that states, “This clause (Article 31.2) may be reopened annually and shall not count as a reopener under Article 29.” UFF stated that they had previously indicated that they would reopen Article 31 and the matter had been discussed in previous bargaining sessions. Dr. Rogers noted that UFF had previously indicated but that Dr. Rogers had, at that time, objected to the representation as the UFF had not complied with the requirements of Article 29.2.

9. Management indicated that they would provide proposals to Article 23 – Salaries and Article 20 – Informal Resolution, Grievance and Arbitration at the next bargaining session scheduled for Wednesday, July 11, 2012 in LH 4200 from 1:00 pm to 4:00 pm.

Future Bargaining Sessions:

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<thead>
<tr>
<th>Day</th>
<th>Date</th>
<th>Time</th>
<th>Location</th>
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<tbody>
<tr>
<td>Tuesday</td>
<td>July 17, 2012</td>
<td>9:00 am – 12:00 pm</td>
<td>TBA</td>
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<tr>
<td>Tuesday</td>
<td>August 7, 2012</td>
<td>9:00 am – 12:00 pm</td>
<td>LH 4200</td>
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<tr>
<td>Thursday</td>
<td>August 9, 2012</td>
<td>9:00 am – 12:00 pm</td>
<td>LH 4200</td>
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NOTE: Information related to 2012-13 re-opener bargaining is provided at: http://www.fgcu.edu/Provost/bargainingschedule.html