Florida Gulf Coast University Board of Trustees  
January 15, 2013

SUBJECT:  2012-2013 Supplement to the 2011-2014 Collective Bargaining Agreement – Florida Gulf Coast University Board of Trustees and Florida Gulf Coast University/United Faculty of Florida

PROPOSED BOARD ACTION

Approve ratification of the 2012-13 Supplement to the 2011-2014 Collective Bargaining Agreement

BACKGROUND INFORMATION

With assistance from the Federal Mediation and Conciliation Service (FMCS), the Florida Gulf Coast University Board of Trustees and the United Faculty of Florida, Florida Gulf Coast University Chapter (UFF) started negotiations on November 10, 2011. The parties reached a tentative agreement (TA) on November 30, 2012 and signed the TA on December 6, 2012. The FGCU ratification vote was concluded on Friday, December 14, 2012, with the faculty voting to ratify the 2012-13 Supplement to the 2011-2014 Collective Bargaining Agreement. The agreement is now to be considered for ratification by the FGCU Board of Trustees during its January 15, 2013 meeting.


Prepared by: Special Assistant to the Provost Steven Belcher

Legal Review by: General Counsel Vee Leonard (December 10, 2012)

Submitted by: Provost and Vice President for Academic Affairs Ronald Toll
Florida Gulf Coast University Board of Trustees  
January 15, 2013

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Prepared by: Special Assistant to the Provost Steven Belcher

Legal Review by: General Counsel Vee Leonard (December 10, 2012)

Submitted by: Provost and Vice President for Academic Affairs Ronald Toll
The University and the United Faculty of Florida, FGCU Chapter began negotiation of the 2012-13 Supplement to the 2011-2014 Collective Bargaining Agreement on November 10, 2011, and reached a Tentative Agreement (TA) on November 30, 2012 with the TA signed December 6, 2012. A total of four (4) articles were opened for bargaining: 17, 20, 23, and 24. A summary of the major elements/highlights of the proposed changes to the 2012-2013 Supplement to the 2011-2014 Collective Bargaining Agreement is presented in the attached document on an article by article basis.

The complete text of the 2012-2013 Supplement to the 2011-2014 Collective Bargaining Agreement is available as a “Special Announcement” on the University website at: http://www.fgcu.edu/Provost/index.html
### Executive Summary
2012-2013 Supplement to the 2011-2014 Collective Bargaining Agreement

<table>
<thead>
<tr>
<th>Article</th>
<th>Summary of Substantive Changes</th>
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<tbody>
<tr>
<td>Article 17 Leaves</td>
<td>Minor revisions were made to reflect a change in the calculation of implementation of FMLA (Family Medical Leave Act) leave from a fiscal year to a rolling year. Sick leave payout will be eliminated for employees hired after February 1, 2013.</td>
</tr>
<tr>
<td>Article 20 Informal Resolution, Grievances, and Arbitration Procedures</td>
<td>Clarified the date of receipt for filing of Informal Resolution (IR) requests with the Office of Academic Affairs. The filing of requests for IR will be increased from thirty (30) to thirty-five (35) days. The definition of a grievant was changed to allow the UFF to file Chapter Grievances on behalf of faculty. A faculty member will be provided up to two (2) years to file an IR regarding alleged salary calculation error. Multiple grievances filed on the same issue can be consolidated to provide for efficiency. Rather than a filing by both the UFF-FGCU Chapter and the UFF State Office, there is a provision for a single filing of the Request for Arbitration (Appendix D), and any issues of decision to file for arbitration to be resolved by the faculty member and UFF. Allows for the parties to seek mutual agreement to share equally in the cost of the appearance fee of the court reporter at arbitration hearing.</td>
</tr>
<tr>
<td>Article 23 Salaries</td>
<td>Provision of salary increases associated with promotions. Salary increases with promotion from Advisor II to Advisor III and Instructor II to Instructor III will increase from 9 % to 12 %. Continued consideration of the 2012 Salary Compression and Inversion study.</td>
</tr>
<tr>
<td>Article 24 Benefits</td>
<td>Faculty will have access to any Domestic Partner Benefits the University develops. UFF will be consulted in the development of any policy regarding Domestic Partner Benefits.</td>
</tr>
<tr>
<td>Appendix D Arbitration</td>
<td>Revise procedure for filing Arbitration requests and update the Notice of Arbitration form.</td>
</tr>
</tbody>
</table>
On November 30, 2012, the United Faculty of Florida at FGCU (UFF/FGCU) and the FGCU Board of Trustees (BOT) negotiators reached tentative agreements on the 2012-2013 Re-Openers (modifications) and to the continuing provisions of 2011-2014 Collective Bargaining Agreement (CBA). The new 2012-13 CBA provisions include agreed upon modifications to: Article 17 Leaves; Article 20 Informal Resolution, Grievance, and Arbitration Procedures; Article 23 Salaries; Article 24 Benefits and Appendix D.

All employees in the bargaining unit are eligible to vote to accept or to reject the tentative agreements reached on the 2012-2013 Re-Openers (modifications) and to the 2011-2014 Collective Bargaining Agreement (CBA).

**Vote on your Re-Openers and One-Year Extension December 6 to December 13, 2012.**

All votes will be counted on December 14, 2012, and be made public immediately.

**The UFF-FGCU bargaining team and executive officers recommend you vote “YES.”**

If you vote “YES” to ratify, and the BOT does so as well, the new 2012-13 CBA and 2011-2014 CBA provisions will be in effect. A “NO” vote means that any changes or contract improvements will not go into effect, and the negotiators must return to the bargaining table. (With the exception of promotion increases already ratified and distributed in August, 2012).

**HIGHLIGHTS OF THE PROPOSED RE-OPENERS (MODIFICATIONS) OF THE 2011-2012 COLLECTIVE BARGAINING AGREEMENT**

A summary of the proposed changes to Articles 17, 20, 23 and 24 appears below. The complete texts of the proposed 2012-2013 Re-Openers and entire 2011-2014 CBA contract are available in the Library at the circulation desk and on the Provost website under Special Announcement: http://www.fgcu.edu/Provost/faculty.html

**Article 17: Leaves**
- Clarification concerning the implementation of FMLA.
- No employees hired after February 1, 2013, will be eligible for a sick leave payout.

**Article 20: Informal Resolution, Grievance and Arbitration Procedures**
- Faculty gained five additional days to consider filing a Request for Informal Resolution that can continue to a Grievance if not adequately solved.
- Clarified language on redress of salary calculation errors.
- Clarified who may be considered a grievant to include the UFF as a Chapter in enforcing the contract.
- Clarified recording procedures for Arbitration proceedings.
- Clarified the responsibilities for taking issues to Arbitration.
- Revised Appendix D to be consistent with the Article and provide for a one-step process of Notification of Arbitration.
Article 23: Salaries

- For 2012-2013, the University did provide applicable faculty with promotion increases effective August 7, 2012.
- For 2012-2013, Promotion increases to Advisor III or Instructor III will be increased from 9% to 12%.
- The University and the UFF shall continue to consider the 2012 Balmoral Faculty Salary Compression and Inversion Study.

Article 24: Benefits

- Faculty will have access to any Domestic Partner Benefits the University develops.
- UFF will be consulted in the development of Domestic Partner Benefit policies.

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VOTE ON THE PROPOSED 2012-2013 RE-OPENER AGREEMENT and the 2011-2014 Collective Bargaining Agreement

Due to recent judicial precedent, UFF must conduct this process using paper ballots. You will be provided with a hard copy of a ballot at the Ratification meetings December 6th from 10-11am or 3:30-4:30pm or in your mailbox in a sealed envelope no later than December 7, 2012.

The Ratification meetings will be held in the two locations:

1. AB7 223 10am -11am
2. LIB 224 3:30pm-4:30pm

Instructions for Voting and to ensure confidentiality and validity of your vote:

1. Complete your ballot by voting Yes or No to ratify the contract.
2. Place it in the inner envelope provided to you that has your name and office address.
3. Seal that envelope and sign your name across the flap. DO NOT PLACE YOU NAME OR OTHER IDENTIFYING INFORMATION ANYWHERE ON THE BALLOT ITSELF.
4. Present the ballot at the Ratifications meetings on December 6 or deliver or mail them to Beth Elliott, UFF President, Merwin Hall 280, 10501 FGCU Blvd. S., Fort Myers, FL 33965, no later than 5:00 pm on Thursday December 13. If the ballot is returned by post mail, it must be received by midnight December 11, 2012.
5. BALLOTS WILL BE VERIFIED AND VOTES CALCULATED ON: Friday December 14, 2012 in Merwin Hall 295 at 1:00 pm and results will be immediately released via email.
2012-2013 Supplement
to the
2011-2014 Collective Bargaining Agreement
Article 17:
Leaves
Language for the 2012-2013 Reopener to 2011-2014 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Article 17

Leaves

17.1 Requests for A Leave or Extension of Leave of One (1) Semester or More.

A. For a leave of one (1) semester or more, an employee shall make a written request not less than 120 days prior to the beginning of the proposed leave, if practicable.

B. For an extension of a leave of one (1) semester or more, an employee shall make a written request not less than sixty (60) days before the end of the leave, if practicable.

C. The University shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.

D. An absence without approved leave or extension of leave shall subject the employee to the provisions of Article 16.7.

E. An employee’s request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3), as amended shall be submitted and responded to in accordance with the provisions of Article 17.6 below.

17.2 Return from Leave. An employee who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University and the employee agree in writing to other terms and conditions. The return from FMLA leave shall be in accordance with Article 17.6 below.

17.3 Accrual During Leave with Pay. An employee shall accrue normal leave while on compensated leave in full-pay status, or while participating in the sabbatical or professional development programs. If an employee is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the employee shall accrue leave in

Approved: 
For the Florida Gulf Coast University
Board of Trustees
Date: 12/3/12

Approved: 
For the United Faculty of Florida
Date: 12/3/12
proportion to the pay status. When the employee is on sabbatical or professional development leave, the employee shall accrue leave in proportion to the pay status they carry while on sabbatical or professional development leave.

17.4 Employment Status During Periods of Leave. Semesters during which an employee is on compensated or uncompensated leave will not serve to extend the duration of the employee's employment contract, except by mutual agreement of the employee and the University.

17.5 Holidays.

A. The following holidays will be observed during the term of this Agreement:

  Independence Day
  Labor Day
  Veterans' Day, November 11
  Thanksgiving
  Friday after Thanksgiving
  Christmas Day
  Winter Break (4 business days between Christmas Day and New Years Day)
  New Years Day
  MLK Birthday
  Memorial Day

If any of these holidays falls on a Saturday, the preceding Friday will be observed as the holiday. Likewise, if any of these holidays falls on a Sunday, the following Monday will be observed as the holiday.

B. An employee shall be entitled to observe all official holidays designated as holidays by the University. No classes shall be scheduled on designated holidays. Classes not held because of a holiday shall not be rescheduled.

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For the Florida Gulf Coast University  
Board of Trustees

Date: 12/3/12

Approved: [Signature]  
For the United Faculty of Florida

Date: 12/3/10
C. Supervisors are encouraged not to require an employee to perform duties on holidays; however, an employee required to perform duties on holidays shall have the employee’s schedule adjusted to provide equivalent time off.

D. If an employee who has been directed to perform duties on a holiday terminates separates from employment prior to being given time off, the employee shall be paid, upon termination separation, for the holiday hours worked within the previous twelve (12) month period.

17.6 Family and Medical Leave Act (FMLA) Entitlements.

A. The Family and Medical Leave Act of 1993, as amended ("FMLA") is the common name for the Federal law providing eligible employees an entitlement of up to four hundred and eighty (480) hours of leave without pay for qualified family or medical reasons during a twelve (12) month period. In certain cases, FMLA leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule. An eligible employee shall be provided with FMLA leave consistent with the FMLA. An eligible employee is defined as one who has been employed at FGCU for at least twelve (12) months and has worked for at least 1,250 hours during the twelve (12) months immediately preceding the beginning of the leave. FMLA provides, where applicable, leave entitlements that permit eligible employees to take a combined total of 26 weeks of leave to care for a covered military service member during a single twelve (12) month period.

This Act entitles the employee to take leave without pay, where University policies permit, employees may, during any qualifying FMLA leave, use accrued leave with pay, without pay, or a combination of both, during any qualifying family or medical leave. When leave is determined to be FMLA eligible, the use of FMLA leave runs concurrently with any other leave taken. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through the FMLA.

B. Implementation of FMLA Leave Entitlements.

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For the Florida Gulf Coast University  
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Date: 12/3/12

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For the United Faculty of Florida  
Date: 12/3/12
Language for the 2012-2013 Reopener to 2011-2014 Collective Bargaining Agreement

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with the provisions of Article 17.7 below, for a birth or adoption of the employee’s child. If an eligible employee elects to take Parental Leave, up to four hundred and eighty (480) hours of such leave may be counted against that employee’s FMLA entitlement.

C. Accounting for the Use of FMLA Leave in a Twelve-Month Period.

(1) Effective January 1, 2013, the twelve (12) month period measured forward from the date any employee’s first FMLA entitlement leave begins shall be the The designated twelve (12) month period in which to count the use of up to four hundred and eighty (480) hours of FMLA leave shall be determined by the University in accordance with the FMLA.

(2) An eligible employee’s entitlement to leave for a birth or placement for adoption or foster care expires at the end of a twelve (12) month period beginning on the date of the birth or placement of the child.

D. Use and Approval of FMLA Leave.

(1) The University shall approve FMLA leave for an eligible employee as long as the reasons for absence qualify under the FMLA and the employee has not exhausted the employee’s four hundred and eighty (480) hours within the appropriate 12 month period for such leave. The employee may request FMLA leave as accrued leave, leave without pay, or a combination of both.

(2) The University may require that the employee use accrued leave with pay prior to requesting leave without pay for four hundred and eighty (480) hours (12 workweeks) of FMLA leave. Requiring the use of paid leave shall be applied consistently and may not be used merely to exhaust the employee’s leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in Article 17.11(E) below.

(3) After the President or representative University has acquired knowledge that the leave is being taken for an FMLA required eligible reason, the President or representative University shall within five (5) business days, absent extenuating circumstances, notify the employee in writing of his or her FMLA eligibility, rights and responsibilities. Period of FMLA leave to be

Approved: [Signature]
For the Florida Gulf Coast University
Board of Trustees
Date: 12/3/12

Approved: [Signature]
For the United Faculty of Florida
Date: 12/3/12

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leave. Requiring the use of paid leave shall be applied consistently and may not be used merely to exhaust the employee’s leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in Article 17.11(E) below.

(2) After the President or representative University has acquired knowledge that the leave is being taken for an FMLA required eligible reason, the President or representative University shall within two five (5) business days, absent extenuating circumstances, notify the employee in writing of his or her FMLA eligibility, rights and responsibilities, period of FMLA leave to be granted, including the date of return to employment. If the notice is oral, it shall be confirmed in writing no later than the following payday (unless the payday is less than one week after the oral notice, in which case the notice must be no later than the subsequent payday).

E. Medical Certification.

(3) The University may require an employee to provide medical certification from a health care provider for FMLA leave without pay when taken for the serious health condition of the employee or the employee’s eligible family member.

(4) Upon receipt and review of the medical certification, the University shall provide an FMLA Designation Notice which informs the employee of the FMLA approval and number of leave hours counted toward FMLA, if determinable.

(5) Medical certification may be required to affirm the employee’s ability to return to work and perform one or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA), after being absent on FMLA leave.

F. Return to Position. Upon return from FMLA leave, the employee shall be returned to the same or equivalent position in the same classification and work location, including the same shift or equivalent schedule, unless the University and the employee agree in writing to other conditions and terms under which such leave is to be granted.

Approved: Kathleen Miller
For the Florida Gulf Coast University
Board of Trustees
Date: 12/3/12

Approved: [Signature]
For the United Faculty of Florida
Date: 10/8/12
FG. Continuation of Benefits. The use of FMLA leave by eligible employees shall neither enhance nor decrease any rights or benefits normally accrued to salaried employees during a leave with pay or any rights or benefits normally accrued during a leave without pay.

GH. If any provision of Article 17.6 (FMLA) is inconsistent with or in contravention of the Family Medical Leave Act of 1993, as amended Public Law 103-3, or the Family and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted legislation, then such provision shall be superseded by the laws or regulations referenced above, except to the extent that the collective bargaining agreement or any employee benefit program or plan provides greater family or medical leave rights to an eligible employee.

17.7 Parental Leave

A. Upon written request, an employee shall be granted a parental leave not to exceed six (6) months when the employee becomes a biological parent or a child is placed in the employee’s home pending adoption; foster care is not covered under this provision but is provided for through the FMLA provisions in accordance with Article 17.6 above. Parental leave is unpaid leave unless other paid leave benefits are accessed. The faculty employee must apply for the parental leave by submitting a completed Request for Parental Leave the University’s application for leave form to her/his department chair/supervisor at least one semester prior to the date that the leave is expected to begin, or as soon thereafter as practicable.

(1) The President or President’s representative University shall acknowledge to the employee in writing the period of leave to be granted, that such leave counts against the employee’s unused FMLA entitlements in accordance with Article 17.6 above, and specifies the expected date of return to employment. Parental leave runs concurrently with Family Medical Leave when applicable.

(2) Unless agreed to otherwise, the period of parental leave shall begin no more than two (2) weeks before the expected date of the child’s arrival. A faculty member must use the parental leave within twelve (12) months after the birth or adoption placement.

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Date: 12/3/12

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Date: 12/3/12
(3) At the end of the approved parental leave and at the employee's request, the President or President's representative University shall grant part-time leave without pay for a period not to exceed one (1) year, unless the President or President's representative University determines that granting such leave would be inconsistent with the best interests of the University.

(4) Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the employee shall be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.

B. If an employee plans to use a combination of accrued leave and leave without pay, such request shall include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay shall be in accordance with Article 17.11 below.

C. Upon agreement between the employee and the University, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the employee's child or placement of a child with the employee for adoption in accordance with Article 17.6 above.

D. The parties agree to form a joint subcommittee of not more than eight (8) persons to study the viability of providing paid parental leave for faculty who become parents through birth or adoption of a child younger than six (6) years old unless special accommodations are required. The joint subcommittee will make a recommendation to the parties by February 1, 2012 prior to the beginning of negotiations for the 2012-2013 re-opener agreement. Consideration of this recommendation will not be counted as a re-opener (of Article 17.7) under the limits of Article 29. At a minimum the proposal will address the following:

1. What are the factors that would make it viable for the University to provide paid parental leave?
2. If it is determined that paid parental leave is viable for the University, who and how many employees per household might be eligible for paid parental leave at any given time? Provide rationale.

Approved: [Signature]  
For the Florida Gulf Coast University Board of Trustees  
Date: [12/3/12]

Approved: [Signature]  
For the United Faculty of Florida  
Date: [12/3/12]
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3. What might be the likely duration of leave at any given time?
4. How many times could a faculty be eligible for paid parental leave during employment at the University?
5. What are the likely effects of paid parental leave on CMYA and FMYA in the probationary or in the penultimate year for faculty who take parental leave?
6. Provide a cost analysis and funding, including the use of sick and/or annual leave time, and/or a leave pool.
7. Provide a review of the operational impact of parental leave on instructional assignment.
8. Should there be a required period of service to the University after paid parental leave and what might be the consequences if a faculty member voluntarily member fails to return to the University after the leave period?

17.8 Leaves Due to Illness/Injury.

Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow an employee to fully and properly perform the duties of the employee’s position. When an employee’s illness/injury may be covered by the Americans with Disabilities Act, as amended (ADA), the provisions of Public Law 101-336 the ADA shall apply.

A. Sick Leave.

(1) Accrual of Sick Leave.

a. A full-time employee shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be accrued.

b. A part-time employee shall accrue sick leave at a rate directly proportionate to the percent of time employed.

Approved: ___________________________ 
For the Florida Gulf Coast University
Board of Trustees
Date: __12/3/17__

Approved: ___________________________ 
For the United Faculty of Florida
Date: __12/3/17__
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e. An employee appointed under Other Personal Services (OPS) shall not accrue sick leave.

(2) Uses of Sick Leave.

a. Sick leave shall be accrued before being taken, provided that an employee who participates in a sick leave pool shall not be prohibited from using sick leave otherwise available to the employee through the sick leave pool.

b. Sick leave shall be authorized for the following:

i. The employee’s personal illness or exposure to a contagious disease, which would endanger others.

ii. The employee’s personal appointments with a health care provider.

iii. The illness or injury of a member of the employee’s immediate family, at the discretion of the supervisor, approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee’s immediate family shall not be unreasonably withheld. “Immediate family” means the spouse, and the great-grand parents and the grandparents of both the employee and spouse, parents, brothers, sisters, children, great-grandchildren and grandchildren of both the employee and the spouse, and dependents (as defined by the IRS) living in the household. FMLA may not be applicable to certain members of the employee’s immediate family as defined in this section.

iv. The death of a member of the employee’s immediate family, at the discretion of the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the employee’s immediate family shall not be unreasonably withheld.

c. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the University shall not be counted unless the employee is

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Date: 12/3/12

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Date: 10/3/12
scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).

d. An employee who requires the use of sick leave must notify the supervisor on the first day of absence or as soon as practicable and submit a Faculty Application for Leave form.

e. An employee who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.

(3) Certification. If an employee's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University may require an employee to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the employee's ability to return to work. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination by a health care provider who is not a University staff member which shall be paid for by the University. If the medical certification indicates that the employee is unable to perform assigned duties, the President or representative University may place the employee on compulsory leave under the conditions set forth in Article 17.8(C) below.

(4) Transfer of Credits.

a. When an employee is reemployed by the University within 100 days, the full balance of accrued sick leave shall accompany the employee unless the employee has received a lump sum payment for accrued sick leave. If an employee has received such a lump sum payment, the employee may elect in writing, upon re-employment, to restore the employee’s accrued sick leave. Such restoration will be effective upon repayment of the full lump sum leave payment.

b. When an employee moves to a position in state government, the transfer of unused sick leave from the University shall be governed by the rules of the plan to which the employee is transferring.

Approved:  

For the Florida Gulf Coast University Board of Trustees

Date: 12/3/12

Approved:  

For the United Faculty of Florida

Date: 12/3/10
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311 312 e. The transfer of unused sick leave from a local government to a university position is not
313 permitted unless a reciprocal agreement in writing between the University and the previous
314 employing entity is in effect.
315
316 (4) (5) Payment for Unused Sick Leave.
317
318 a. An employee whose hire date is on or after February 1, 2013, shall not be paid for any unused
319 sick leave upon separation from the University and the provisions of Article 17.8A.(4)(b-f) are
320 not applicable to such employees.
321
322 b. An employee with less than ten (10) years of continuous University service, as defined
323 herein, who separates from the University shall not be paid for any unused sick leave. For
324 employees appointed on or before 1/7/03 University service includes continuous employment by
325 the University or the State of Florida.
326
327 c. b. An employee who has completed ten (10) or more years of University service, as defined in
328 Article 17.8(A.)§ 4(a-b) (a) above, has not been found guilty or has not admitted to being
329 guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with
330 University employment, or has not been found guilty by a court of competent jurisdiction of
331 having violated any State law against or prohibiting strikes by public employees, and separates
332 from the University because of retirement for other than disability reasons, separation
333 termination, or death, shall be compensated at the employee’s current regular hourly rate of pay
334 for one-fourth of all unused accrued sick leave provided that the payment shall not exceed 480
335 hours.
336
337 d.e. Payment for unused sick leave shall be provided to eligible employees according to the
338 terms of the approved Special Pay Plan authorized under Section 403(b) of the Internal Revenue
339 Code.
340
341 e. d. Where applicable, upon layoff an employee with ten (10) or more years of University

Approved: ____________________________  Approved: ____________________________
For the Florida Gulf Coast University  For the United Faculty of Florida
Board of Trustees

Date: 12/3/12  Date: 11/3/12
service, as defined in Article 17.8(A)(§ 4)(b) (a) above, shall be paid for unused sick leave as described in Article 17.8(A)(§ 4)(b) and (c), above, unless the employee requests in writing that unused sick leave be retained pending re-employment. For an employee who is re-employed by the university within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. An employee who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with Article 17.8(A)(§ 4)(c) (b) above.

f. All payments for unused sick leave authorized by Article 17.8(A)(§ 4) (b) and (c) above, shall be made in lump sum payment into an approved Special Pay Plan authorized under Section 403(b) of the Internal Revenue Code, where applicable, and shall not be used in determining the average final compensation of an employee in any state administered retirement system. An employee shall not be carried on the payroll beyond the last official day of employment, except that an employee who is unable to perform duties because of a disability may be continued on the payroll until all accrued sick leave is exhausted.

f. If an employee has received a lump sum payment of accrued sick leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

g. In the event of the death of an employee, who is eligible for payment of sick leave accrued at the time of death, such payment shall be made to the employee’s beneficiary, estate, or as provided by law.

B. Job-Related Illness/injury.

(1) An employee who sustains a job-related illness/injury that is compensable under the Workers’ Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued

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(2) If, as a result of the job-related illness/injury, the employee is unable to resume work at the end of the period provided in Article 17.8(B)(1), above:

a. The employee may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers’ Compensation payments to the total salary being received prior to the occurrence of the illness/injury. In no case shall the employee’s salary and Workers’ Compensation benefits exceed the amount of the employee’s regular salary payments; or

b. The employee shall be placed on leave without pay and shall receive normal Workers’ Compensation benefits if the employee has exhausted all accrued leave in accordance with Article 17.8 (B)(2)(a), above, or the employee elects not to use accrued leave.

(3) This period of leave with or without pay shall be in accordance with Chapter 440 (Worker’s Compensation), Florida Statutes.

(4) If, at the end of the leave period, the employee is unable to return to work and perform assigned duties, the President or representative University should advise the employee, as appropriate, of the Florida Retirement System’s disability provisions and application process, and The President or representative University may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker’s Compensation), Florida Statutes, and taking the University’s needs into account:

a. offer the employee part-time employment;

b. place the employee in leave without pay status or extend such status;

c. request the employee’s resignation; or

d. release the employee from employment, notwithstanding any other provisions of this Agreement.

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C. Compulsory Leave.

(1) Placing Employee on Compulsory Leave.

a. If an employee is unable to perform assigned duties due to illness/injury, the President or representative University may require the employee to submit to a medical examination, the results of which shall be released to the University, by a health care provider chosen and paid by the University, or by a health care provider chosen and paid by the employee, who is acceptable to the President or representative University. Such health care provider shall submit the appropriate medical certification(s) to the University. The employee shall cooperate by providing such medical records as requested by the examining physician.

b. If the University agrees to accept the employee’s choice of a health care provider the University may not then require another university-paid examination.

c. If the medical examination confirms that the employee is unable to perform assigned duties, the President or representative University shall place the employee on compulsory leave.

(2) Conditions of Compulsory Leave.

a. Written notification to the employee placing the employee on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the employee may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Article 17.11 below.

c. If the employee fulfills the terms and conditions of the compulsory leave and receives a

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current medical certification from a health care provider approved by the University that the employee is able to perform assigned duties, the President or representative University shall return the employee to the employee’s previous duties, if possible, or to equivalent duties.

(3) Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.

(4) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the President or representative University should advise the employee, as appropriate, of the Florida Retirement System’s disability provisions and application process, and The President or representative University may, based upon the University’s needs:

a. offer the employee part-time employment;
b. place the employee in leave without pay status in accordance with Article 17.11 below or extend such status;
c. request the employee’s resignation; or
d. release the employee from employment, notwithstanding any other provisions of this Agreement.

17.9 Annual Leave

A. Accrual of Annual Leave.

(1) Full-time equivalent (1.0 FTE) employees appointed for more than nine (9) months, except employees on academic year appointments, shall accrue annual leave at the rate of 6.77 hours biweekly (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time employees), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination separation, at the effective date of termination separation. Employees may accrue annual leave in excess of the year end

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maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum (forty-four days or 352 hours) (352 hours or forty-four days) as of December 31, shall have any excess converted to sick leave on an hour-for-hour basis on January 1 of each year.

(2) Part-time equivalent (less than 1.0 FTE) employees appointed for more than nine (9) months, and employees with greater than academic year appointments shall accrue annual leave at a rate directly proportionate to the percent of time employed.

(3) Employees appointed for 9 months or less shall not accrue annual leave.

B. Use and Transfer of Annual Leave.

(1) Annual leave shall be accrued before being taken, except in those instances where the President or representative University may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the University shall deduct from the employee’s final pay check warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted in writing on the University application for leave form by the employee to the supervisor as far in advance as possible and appropriate. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.

(2) Upon re-employment within the University within 100 days, except for reemployment after layoff (see 17.9(C)(3), below), the employee may choose to reinstate their annual leave balance by repaying the full lump sum annual leave payment received.

(3) An employee may transfer into an annual leave accruing position up to forty-four (44) days of unused leave accrued in the University classification and pay plan in which previously employed, provided the employee has not received payment for such leave and no more than thirty-one (31) days have elapsed between jobs.

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(2) (4) When an annual leave accruing employee moves to a position in state government, the transfer of leave hours from FGCU shall be governed by the rules of the plan to which the employee is transferring. Should all unused leave hours not be transferable, up to forty-four days (352 hours) (forty-four days) of the remaining balance shall be paid in lump sum, effective the last day of University employment.

(3) (5) The transfer of unused annual leave from a local government to an a University annual leave accruing position is not permitted unless a reciprocal agreement in writing between the University or its representative and the previous employing entity is in effect.

C. Payment for Unused Annual Leave.

(1) Payment for unused annual leave shall be provided to eligible employees according to the terms of the approved Special Pay Plan authorized under Section 403(b) of the Internal Revenue Code.

(2) Upon termination separation from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year contract, and unless the employee requests the option in Article 17.9(C)(2) below, the university shall pay for the employee into an approved Special Pay Plan authorized under Section 403(b) of the Internal Revenue Code, where applicable, the employee for up to forty-four (44) days (352 hours) (352 hours) (forty-four days) of unused annual leave at the calendar year rate the employee was accruing as of the employee’s last day of work, provided that a determination has been made by the President or representative University that the employee was unable to reduce the unused annual leave balance prior to termination separation or reassignment to an academic year contract. All unused annual leave in excess of forty-four days (352 hours) (forty-four days) shall be forfeited by the employee.

(3) Upon transfer from an annual leave accruing contract to an academic year contract within the University, the employee may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the employee transfers back to an annual leave accruing contract or

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terminates employment with the University. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance shall be paid in lump sum into an approved Special Pay Plan, where applicable, for up to (352 hours) (forty-four days) at the annual rate the employee was accruing as of the employee’s last day of work on an annual leave accruing contract.

(4) Upon layoff, an employee shall be paid for up to (352 hours) (forty-four days) of unused annual leave in lump sum to a Special Pay Plan, where applicable, unless the employee requests in writing that annual leave credits be retained pending re-employment. For employees who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Employees who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment shall be paid for up to (352 hours) (forty-four days) of unused annual leave at the calendar rate the employee was accruing as of the employee’s last day of work.

(5) If an employee has received a lump sum payment for accrued annual leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee’s accrued annual leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

(5)(6) In the event of the death of an employee, who is eligible for payment for all unused accrued annual leave at the time of death, such payment up to 352 hours, shall be made to the employee’s beneficiary, estate, or as provided by law.

17.10 Administrative Leaves.

A. Jury Duty and Court Appearances.

(1) An employee who is summoned as a member of a jury panel or subpoenaed as a witness in a

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matter not involving the employee’s personal interests, shall be granted administrative leave with pay and any jury or witness fees shall be retained by the employee; leave granted hereunder shall not affect an employee’s annual or sick leave balance.

(2) An appearance as an expert witness for which an employee receives professional compensation falls under Article 19 (Conflict of Interest/Outside Activity) and the university’s regulations and policies relative to outside employment/conflict of interest. Such an appearance may necessitate the employee requesting annual leave or, if a non-annual leave accruing employee, may necessitate the employee seeking an adjustment of the work schedule, or request leave without pay.

(3) If an employee is required, as a direct result of the employee’s employment, to appear as an official witness to testify in the course of any action as defined in Section 92.142(2), Florida Statutes, such duty shall be considered a part of the employee’s job assignment, and the employee shall be paid per diem and travel expenses and shall turn over to the University any fees received.

(4) An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must seek an adjustment to the work schedule, or request leave without pay.

B. Military Leave.

(1) Short-term Military Training. An employee who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the employee’s official orders or appropriate military certification, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed thirty (30) seventeen (17) work days in any one (1) annual period federal fiscal year (October 1 – September 30).

(2) National Guard State Service. An employee who is a member of the Florida National Guard

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shall be granted leave with pay on all days when ordered to active service by the State. Such leave with pay shall not exceed thirty (30) days at any one time.

(3) Other Military Leave.

a. An employee, except an employee who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes.

b. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) days of such leave shall be with full-pay and shall not affect an employee’s annual or sick leave balance. The remainder of military leave shall be without pay unless the employee elects to use accumulated annual leave or appropriate leave as provided in (4) below, or the University employer exercises its option under Section 115.14, Florida Statutes, to supplement the employee’s military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.

c. Applicable provisions of Federal and State law shall govern the granting of military leave and the employee’s re-employment rights.

d. Use of accrued leave is authorized during a military leave without pay in accordance with Article 17.11 below.

C. Leave Pending Investigation. When the President or representative of the University has reason to believe that the employee’s presence on the job will adversely affect the operation of the University, the President or representative of the University may immediately place the employee on administrative leave pending investigation of the event(s) leading to that belief. The

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administrative leave pending investigation shall commence immediately upon the President or representative University providing the employee with a written notice of the reasons therefore. The administrative leave shall be with pay, with no reduction of accrued leave.

D. Other Leaves Provided Not Affecting Accrued Leave Balances. An employee may be granted other leaves not affecting accrued leave balances which are provided as follows:

(1) Florida Disaster Volunteer Leave is provided by Section 110.120, Florida Statutes, for an employee who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in any twelve (12) month period the fiscal year may be provided upon request of the American Red Cross and the employee’s supervisor’s approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.

(2) Civil disorder or disaster leave is provided for an employee who is a member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including an employee who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the President or representative University and shall not exceed two days on any one occasion.

(3) Athletic competition leave is provided by Section 110.118, Florida Statutes, for an employee who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.

(4) Leave for re-examination or treatment with respect to service-connected disability is provided by Section 110.119, Florida Statutes, for an employee who has such rating by the United States Department of Veterans Affairs and has been scheduled to be reexamined or treated for the

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disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the employee’s leave balances shall be approved and shall not exceed six (6) calendar days in any calendar year.

E. Official Emergency Closings. The President or President’s representative University may close the University, or portions of the University, in the event of an emergency or natural disaster. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing shall not reduce employees’ leave balances.

17.11 Leave Without Pay.

A. Granting. Upon request of an employee, the President or President’s representative University shall grant a leave without pay for a period not to exceed one year, unless the President or President’s representative University determines that granting such leave would be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement.

B. Salary Adjustment. The salary of an employee returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, an employee shall be eligible to participate in any special salary incentive programs.

C. Retirement Credit. Retirement credit for such periods of leave without pay shall be governed by the provisions of applicable Florida Statutes and implementing rules.

D. Accrual of Leave/Holiday Pay. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to holiday pay.

E. Use of Accrued Leave During an Approved Period of Leave Without Pay.

(1) Use of accrued leave with pay is authorized during a leave of absence without pay only for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under

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the following conditions:

a. Notwithstanding the provisions of Article 17.8(A)(2) above regarding the use of sick leave, an employee may use any type of accrued leave in an amount necessary to cover the employee’s contribution to the State insurance program and other expenses incurred by the employee during an approved period of leave without pay for parental, foster care, medical, or military reasons.

b. Normally the use of accrued leave during a period of leave without pay for medical reasons shall be approved for up to six (6) months, but may be approved for up to one year for the serious health condition of the employee or a member of the employee’s immediate family.

c. The employer contribution to the State insurance program will continue for the corresponding payroll periods.

(2) An employee’s request for the use of accrued leave during a period of leave without pay shall be made at the time of the employee’s request for the leave without pay. Such request shall include the amount of accrued leave the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which cause the employee to reconsider the combination of leave with and without pay, the employee may request in writing approval of revisions to the original approval.

17.12 Leave Donation Policy. Employees shall be eligible to participate in any University developed leave donation policy on the same basis as out-of-unit faculty and staff. Consistent with Article 31.3, the UFF shall have the opportunity to consult about any newly developed leave donation policy, or any change to any existing leave donation policy.
Article 20:
Informal Resolution, Grievance and Arbitration Procedures
Language for the 2012-2013 Reopener to 2011-2014 Collective Bargaining Agreement

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Article 20

Informal Resolution, Grievance and Arbitration Procedures

20.1 Purpose.

A. The parties encourage the informal resolution of faculty concerns. The parties recognize that there are other University offices that assist faculty with issues/concerns that fall outside of the Collective Bargaining Agreement. The UFF and the University agree to collaborate to ensure that faculty are referred to the appropriate venues to explore and address unit members’ concerns.

B. The purpose of the informal resolution and grievance procedures is to promote opportunities for prompt and efficient discussion and resolution of work-related issues covered by the Collective Bargaining Agreement. The parties agree that it is desirable to encourage open communication in order to resolve concerns and issues at the lowest possible level within the organization through informal resolution. The grievance and arbitration procedures shall be the sole and exclusive method for resolving grievances.

20.2 Informal Resolution Procedure.

A. The informal resolution (IR) procedure is the first method used to resolve concerns and issues and is not intended to be “evidence gathering” for a grievance. No grievance shall be filed until the UFF or faculty member has timely requested an informal resolution. The faculty member shall have the right to representation by the UFF during attempts at informal resolution. If the faculty member is not represented by UFF at this point, the University shall provide prompt notification to UFF with a copy of the request for IR.

B. Faculty, or the UFF as applicable, are encouraged to request informal resolution as early as practicable. All requests for informal resolution shall be in writing or by e-mail and submitted to

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the Office of Academic Affairs. If the request for IR submission is hand delivered to Academic Affairs, such submission shall be considered filed on the date of receipt, as provided by Academic Affairs. Requests for IR sent via e-mail shall be considered filed on the day of the e-mail as reflected in the University e-mail system. However, faculty who wish In order to preserve their rights to file a grievance, faculty or the UFF, as applicable, must file a request for IR within thirty-five (305) days of the act or omission giving rise to the dispute, or the date on which the faculty member or the UFF, as applicable, knew or reasonably should have known of such an act or omission if that date is later. If filed after the thirty-five (305) days, the request will be subject only to IR.

C. If the request for informal resolution has been timely filed, as referred to in Article 20.2.B above, and a grievance is filed at a later date in accordance with the timeline for filing a grievance, then the resulting grievance shall be considered to be timely filed as long as the other deadlines specified below are observed. However, if the request for informal resolution has not been timely requested as outlined in Article 20.2.B, the later filed grievance shall be considered time-barred.

D. The request for informal resolution shall contain a brief, general description of the facts relating to the dispute, identify the relevant provisions of the Agreement that are at issue, and include dates, times, and locations of the action(s) giving rise to the dispute.

E. Upon receipt of a request for informal resolution, the Office of Academic Affairs’ designee and the faculty member or the UFF, as applicable, shall have thirty (30) days to attempt to informally resolve the dispute. Extensions may be granted upon mutual written agreement and such extensions shall not affect the faculty member’s right to later file a grievance in a timely manner as long as the other deadlines specified below are observed.

(1) Any resolution of the dispute brought about by the informal resolution process shall be in writing with copies provided to the faculty member requesting the informal resolution to a dispute, the UFF and the Office of Academic Affairs.

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(2) The faculty member or the UFF, as applicable, who requested an informal resolution may file a grievance earlier than the required thirty (30) days for attempting informal resolution (Article 20.2.E above) if at least twenty-one (21) days have lapsed since the date of the requested for informal resolution was received by the Office of Academic Affairs and good faith attempts have been made by the grievant to achieve an informal resolution.

(3) The faculty member or the UFF, as applicable, who requested an informal resolution may file a grievance earlier than the required 30 days for attempting informal resolution (Article 20.2.E above) if the parties mutually agree that informal resolution of the dispute is not possible.

(4) If the parties are unable to reach informal resolution of the dispute within the time provided, or if the faculty member or the UFF, as applicable, has filed a grievance, the Office of Academic Affairs shall notify the UFF that informal resolution of the dispute is not possible and all such attempts at informal resolution shall end.

F. During the informal resolution period efforts to resolve the dispute informally shall be made. Informal resolution methods may include discussions with the involved parties, for example, supervisor, Deans/Directors as applicable. Where applicable, the parties can also may choose to avail themselves of the Conflict Management System (http://www.fgcu.edu/ems/embuds/) or other informal methods for resolution.

H. An employee may seek redress of alleged salary calculation error by filing a request for informal resolution under the provisions of this article. The established date for the act or omission giving rise to such a request for informal resolution shall be the date of the employee's paycheck or direct deposit for the second full-pay period for the annual salary increases referenced in Article 23. It is presumed that the date the employee knew or should have known of the error is no later than the second full-pay period following the effective date of the increase. An employee shall have two (2) years from the end of the second full-pay period following the effective date of the increase to file a claim (IR or other action) an action under this subsection.

20.3 Definitions Related to Grievances.

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A. "Grievance" shall mean a dispute filed on the appropriate grievance form (Appendix C) concerning the interpretation or application of a specific term or provision of the Collective Bargaining Agreement, subject to those exclusions appearing in other articles of the agreement. The parties agree that counseling does not constitute disciplinary action. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the University's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.

B. "Grievant" shall mean a member of the bargaining unit or group of members of the bargaining unit, or the UFF, as applicable, who has/have filed a grievance. In a dispute over application of a provision of the Collective Bargaining Agreement. The UFF may file a grievance in a dispute over application of a provision of this Agreement which confers rights upon the UFF. Where several employees have essentially the same grievance, or where a faculty member, or the UFF, as applicable, has filed multiple grievances on the same issue, the parties may agree in writing to consolidate the grievances. Where the parties agree to consolidation, one grievance form may be attached bearing the signatures of the grievants. A separate mutual agreement must be obtained to maintain the grievances as consolidated at each step of the grievance and arbitration process.

20.4 Reprisal. No reprisal of any kind will be made by the University, or UFF against any grievant, any witness, any UFF representative, or any other participant in the grievance procedure by reason of such participation.

20.5 Filing a Grievance. The filing of a grievance constitutes a waiver of any applicable rights to review of University action pursuant to the Administrative Procedure Act, Chapter 120, Florida Statutes, or to the review of such actions under university regulations, policies, and procedures which may otherwise be available to address such matters.

Any final decision or opinion resulting from a filed grievance is not reviewable under the Administrative Procedures Act, Chapter 120, Florida Statutes, or under university regulations,

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20.6 Grievance Procedure.

A. Step 1: Notification and Filing Process.

(1) If informal resolution has not satisfactorily resolved the issue(s) the faculty member or the UFF, as applicable, may file a grievance at Step 1 or Step 2, as appropriate, after a minimum of twenty-one (21) days of informal resolution effort (Article 20.2.E.(2)), but no later than seven (7) days after the end of the informal resolution period or the end of any extensions, whichever is later.

(2) A grievance shall be filed with The Office of Academic Affairs which will designate a University Representative at Step 1 within seven (7) days following the grievance filing. If the alleged violation occurred outside the college/unit level (University Level) the grievance shall be filed at Step 2 instead of Step 1.

(3) Whether filed at Step 1 or Step 2 the grievance may be amended without University consent only one time throughout the review process, prior to either the Step 1 or the Step 2 meeting. Only those acts or omissions and sections of the Collective Bargaining Agreement identified at the initial filing or as amended prior to the Step 1 or 2 meeting, as applicable, may be considered at subsequent steps.

(4) An employee may seek redress of alleged salary discrimination by filing a grievance under the provisions of this article. The established date for the act or omission giving rise to such a grievance shall be the date of the employee's paycheck or direct deposit for the first full pay period for the annual salary increases referenced in Article 23.

B. Grievance Form Requirements. Each grievance (Appendix C) and notice of arbitration (Appendix D) must be submitted in writing on the appropriate form and shall be signed by the grievant. Request for Step 2 Review, where applicable, shall be filed in writing by the grievant or
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the representative. If there is difficulty in meeting any time limit, the representative may sign such documents for the grievant; however, the grievant’s signature shall be provided prior to the start of the Step 2 meeting. All grievance forms and the request for Step 2 Review shall be dated when the grievance is received by the University. The grievance forms and the request for Step 2 Review may be filed by facsimile, United States mail, hand delivery to the Office of Academic Affairs, or any other recognized means of delivery, excluding electronic mail.

C. Time Limit Extensions. All time limits related to grievances may be extended by mutual agreement of the parties. Upon failure of the University to provide a decision within the time limits provided in this Article, the grievant or the UFF, where appropriate, may appeal to file at the next step. Upon the failure of the grievant or the UFF, where appropriate, to file an appeal a grievance within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

D. Step 1 Grievance Process Review.

1. Meeting(s). Within fourteen (14) days following the receipt of the written filing of a grievance, the designated University Representative, and the grievant and/or the grievant’s representative shall schedule a Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the grievant’s representative (if selected pursuant to 20.8 Representation) and the designated University Representative shall discuss the grievance. By mutual agreement the parties may schedule additional meetings to continue discussing the grievance. Where practicable and prior to the Step 1 meeting(s), the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the grievance, not otherwise protected by Statute, that are not maintained on the University’s website or share drive.

2. Decision. The designated University Representative shall issue a written decision stating the reasons therefore, to grievant’s Step 1 representative within thirty (30) days following the Step 1 meeting. Extensions may be granted upon mutual agreement of the parties. A copy of the written decision shall be sent to the grievant, to the grievant’s representative, to UFF if grievant

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For the Florida Gulf Coast University Board of Trustees
Date: 12/3/12

Approved: [Signature]
For the United Faculty of Florida
Date: 12/3/12
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elected self-representation or representation by legal counsel, and to the Office of Academic Affairs. The designated University Representative at Step 1 shall prepare a list of all documents referred to in the Step 1 decision and any additional documents presented by either party, and attach the list to the written decision.

E. Step 2.

1. Proceeding to Step 2 Following Step 1 Decision.

a. If the grievance is not satisfactorily resolved during Step 1 and the Step 1 decision was rendered in the college/unit, the grievant or representative may request a Step 2 review in writing by completing Appendix C and filing it with the Office of Academic Affairs.

b. However, if the Step 1 grievance was heard by a representative of the Office of Academic Affairs and the grievance was not satisfactorily resolved, the grievant or grievant’s representative shall not request a Step 2 review and the grievance may proceed directly to Step 3 Arbitration.

c. If the grievant or grievant’s representative files a Step 2 grievance and also files a Step 3 grievance, the grievance process will be terminated and the grievance shall be deemed to have been resolved by the decision at Step 1.

d. Filing Deadlines. The grievant or the grievant’s representative must file the request for a Step 2 review within seven (7) days from the expiration of the Step 1 review, or within seven (7) days from the receipt of the Step 1 decision unless there is an extension in writing. If the seven (7) day period expires without the grievant filing a request for Step 2 review, the grievance shall be considered time-barred for a Step 2 grievance and the grievance shall be deemed to have been resolved by the decision at Step 1. The expiration of the seven (7) day period shall be evidenced by a receipt executed by the office receiving the request for Step 2 review, or by the date of mailing as determined by the postmark.

2. By-Passing Step 1 and Proceeding Directly to Step 2 Review.

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For the Florida Gulf Coast University  
Board of Trustees

Date: 12/3/12

Approved:  
For the United Faculty of Florida

Date: 1/5/12
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a. A grievance may by-pass Step 1 and be filed directly at Step 2 if it alleges that one or more violations of the Collective Bargaining Agreement have occurred outside of the college/unit of the grievant (University Level).

b. A grievance filed directly at Step 2 shall be filed in writing (Appendix C) with the Office of Academic Affairs within seven (7) days following the conclusion of the informal resolution process in accordance with Article 20.2.E.(2).

3. Meeting(s). Within fourteen (14) days following receipt of the written filing of a Step 2 grievance, the designated University Representative and the grievant and/or the grievant’s representative shall schedule a Step 2 meeting. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the Step 2 grievance, and the grievant and/or the grievant’s representative and the designated University Representative shall discuss the grievance. By mutual agreement the parties may schedule additional meetings to continue discussing the grievance. Where practicable and prior to the Step 2 meeting(s), the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the Step 2 grievance and not previously provided or not available on the University’s website or share drive.

4. Decision. The designated University Representative shall issue a written decision, stating the reasons therefore, to grievant’s Step 2 representative within thirty (30) days following the Step 2 meeting. Extensions may be granted upon mutual agreement of the parties. A copy of the decision shall be sent to the grievant, to the grievant’s representative, to UFF if grievant elected self-representation or representation by legal counsel, and to the Office of Academic Affairs. The designated University Representative at Step 2 shall prepare a list of all documents referred to in the Step 2 decision and any additional documents presented by either party, and attach the list to the written Step 2 decision.

F. Step 3 Arbitration.

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For the Florida Gulf Coast University
Board of Trustees
Date: 12/3/12

Approved: [Signature]
For the United Faculty of Florida
Date: 12/3/10
(1) Filing.

a. If the grievance has not been satisfactorily resolved at Step 2, the UFF-FGCU Chapter may, upon the request of the grievant, or the UFF, as applicable, may proceed to Step 3 Request for Notice of Arbitration (Appendix D) within the time limitations outlined in this Agreement.

b. In the case of a grievance where the Step 1 hearing and decision were conducted outside of the college/unit by a representative of the Office of Academic Affairs, the UFF-FGCU Chapter may, upon the request of the grievant, proceed directly to Step 3 Request for Arbitration, after the Step 1 decision, or after the expiration of the time limitation for a Step 1 decision, by filing Appendix D within the time limitations outlined in this Agreement (Article 20.5.F.1(c)).

c. All Step 3 Request for Notices of Arbitration (Appendix D) must be filed with the Office of Academic Affairs within thirty (30) days of the receipt of the Step 2 decision (or the Step 1 decision if provided by an Office of Academic Affairs representative) by the grievant and the UFF-FGCU Chapter. The expiration of the thirty-day period shall be evidenced by a receipt executed by the Office of Academic Affairs receiving the grievance, or by the date of mailing as determined by the postmark.

d. All Step 3 Request for Notices of Arbitration (Appendix D) shall be signed by the grievant and sent by the UFF-FGCU Chapter to the Office of Academic Affairs, and the UFF State President or State Director of Arbitration (Appendix D). As the certified bargaining agent UFF State Office shall decide whether to proceed to arbitration.

e. Any issues regarding decisions to proceed to arbitration, filing for arbitration, or representation at arbitration, will be resolved between the grievant and the UFF.

f. The grievance may be withdrawn at any time by the grievant, or by the UFF-FGCU Chapter, or by the State UFF Office, President or State UFF Director of Arbitration at any point prior to issuance of the arbitrator’s decision. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on
arbitrability as described in Article 20.5(F)(4) below.

(2) Selection of Arbitrator. Within fourteen (14) days after receipt of a Notice of intent to arbitrate Arbitration from the UFF State Office, either party may, with written notification to the other, contact the Federal Mediation and Conciliation Service and request a list of five (5) certified Arbitrators. Selection of the Arbitrator to hear the dispute shall be by mutual agreement or by alternately striking names from the list until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin.

(3) Authority of the Arbitrator.

a. The arbitrator shall neither add to, subtract from, modify, nor alter the terms or provisions of the Collective Bargaining Agreement. The arbitrator’s decision shall be confined solely to the application and/or interpretation of the Collective Bargaining Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.

b. Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator’s judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated the Collective Bargaining Agreement. If the arbitrator determines that the Collective Bargaining Agreement has been violated, the arbitrator shall direct the University to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

Approved: ___________________________  Approved: ___________________________

For the Florida Gulf Coast University  For the United Faculty of Florida
Board of Trustees

Date: ___________  Date: ___________

12/3/12  12/3/12

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(4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s).

(5) Conduct of Hearing. The arbitrator shall hold the hearing in Fort Myers, Florida, unless otherwise agreed by the parties. The hearing shall commence within sixty (60) days of the arbitrator’s acceptance of selection, unless the parties mutually agree to extend the time period in writing. The arbitrator shall issue the arbitration decision within forty-five (45) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this procedure, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of the Collective Bargaining Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

(6) Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the University, the UFF, and the grievant, provided that 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, pursuant to Section 682.13, Florida Statutes.

(7) Venue. For purposes of venue in any judicial review of an arbitrator’s decision issued under this agreement, the parties agree that such an appeal shall be filed in the courts in Lee County, Florida, unless both parties specifically agree otherwise in a particular instance.

(8) Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. The party and provide written notice to the other party, at least one week prior to the date of the arbitration.

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For the Florida Gulf Coast University
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Date: 12/3/12

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Date: 12/3/12
of its intention to have a transcript of the arbitration made at least one week prior to the date of
the arbitration. Upon receiving written notice, the other party may seek mutual agreement to
share equally in the cost of the appearance fee of the court reporter. Where such an agreement is
reached, neither party shall cancel the court reporter without mutual agreement to do so. Absent
a mutual agreement to schedule a court reporter, the party desiring such transcript shall be
responsible for scheduling a court reporter to record the proceedings and shall be solely
responsible for the appearance fees of the court reporter and the cost of any transcripts of the
proceedings which that party may order. If the other party wants a copy of the transcript they
shall be solely responsible for ordering their own copy of any transcripts. The requesting party
shall, at its expense, photocopy the copy of the transcript received from the reporter and deliver
the photocopy to the other party within five days after receiving the copy of the transcript from
the reporter.

(9) Retroactivity. 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 thirty (30)
days prior to the date the grievance was initially filed.

20.7 Resort to Other Procedures. It is the intent of the parties to first provide a reasonable
opportunity for resolution of a dispute through the grievance and arbitration process procedures.
If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance
proceeding is in progress, the grievant requests, in writing, resolution of the matter in any other
forum, whether administrative or judicial, the University shall have no obligation to entertain or
proceed further with the grievance under this grievance procedure. 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. section
2000e et seq.

20.8 Burden of Proof. In all grievances except disciplinary grievances, the burden of proof shall
be on the employee. In disciplinary grievances, the burden of proof shall be on the University.

20.9 Representation. The UFF shall have the exclusive right to represent any employee in a
grievance filed hereunder, unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by the UFF, the employee shall file a grievance in accordance with Article 20.5, 20.6. If UFF is not the selected representative, then the University shall provide, as practicable, prompt notification to the UFF that includes a copy of the grievance form (Appendix C). No resolution of any individually processed grievance, shall be inconsistent with the terms of this Agreement and for this purpose the UFF shall have the right to have an observer present at all meetings called for the purpose of discussing such grievance, and shall be sent copies of all decisions at the same time as they are sent to other parties.

20.10 Identification of Grievance Representatives. UFF shall annually provide to the University a list of all persons authorized to act as UFF grievance representatives and shall update the list as needed.

20.11 Duties of Grievance Representatives and Grievant.

A. The UFF grievance representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings. Should any hearings or meetings necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

B. Prior to participation in any grievance proceedings, conferences, or meetings, the grievant shall make arrangements acceptable to the appropriate supervisor for the performance of the grievant’s duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside regular working hours shall not be counted as time worked.

C. When an employee participates during working hours in an arbitration proceeding or in a

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For the Florida Gulf Coast University Board of Trustees
Date: 12/3/12

Approved: [Signature]
For the United Faculty of Florida
Date: 12/13/12
grievance meeting between the grievant or representative and the University, that employee’s compensation shall neither be reduced nor increased for time spent in those activities.

20.12 Filings and Notification. All documents related to a grievance that are required or permitted to be issued or filed may be transmitted by facsimile, United States mail, hand delivery, or any other recognized delivery service, excluding electronic mail. Grievance decisions shall be transmitted to the grievant’s representative(s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested. In the event that any action falls due on a Saturday, Sunday, holiday (as defined in this Agreement, Article 17.5), or administrative closure of the University, the action will be considered timely if it is accomplished by 5:00 P.M. on the following business day.

20.13 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or Step 2, shall constitute a precedent for any purpose unless agreed to in writing by the President of the University or designee and the UFF acting through its President or representative.

20.14 Processing.

A. The filing or pendency of any grievance or arbitration proceedings under this procedure shall not operate to impede, preclude, or delay the University from taking the action complained of. Reasonable efforts, including the shortening of time limits when practicable, shall be made to conclude the processing of a grievance prior to the expiration of the grievant’s employment, whether by termination or non-reappointment. An employee with a pending grievance will not continue to be compensated beyond the last date of employment.

B. The University may refuse consideration of a grievance not filed or processed in accordance with this article.

20.15 Records. All written materials pertinent to a grievance shall be filed separately from the evaluation file of the grievant or witnesses, except decisions resulting from arbitration or settlement.

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For the Florida Gulf Coast University Board of Trustees

Date: 12/3/12

Approved: 
For the United Faculty of Florida

Date: 1/3/13
20.16 Inactive Grievances. A grievance which has been filed at Step 3 and on which no action has been taken, consistent with Article 20.12, by the grievant or UFF State Office for sixty (60) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.

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For the Florida Gulf Coast University
Board of Trustees
Date: 12/3/12

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For the United Faculty of Florida
Date: 12/3/12
Article 24:
Benefits
Language for the 2012-2013 Reopener to 2011-2014 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

Article 24

Benefits

24.1 Policy. It is the policy of the University to provide all faculty with information concerning eligible employee benefit programs and to implement such programs consistent with applicable Federal and State law. Eligibility for University offered benefit programs and/or the timeframes for enrollment in such benefits may be governed by the respective benefit provider. The Department of Human Resources will communicate benefit offerings and assist faculty in the enrollment process and, when notified, in making qualified status changes. This is a policy statement and is not subject to Article 20, Informal Resolution, Grievance Procedure and Arbitration.

24.2 Benefits Improvements. The University and UFF support legislation to provide adequate and affordable health insurance and other State-sponsored benefits to all employees.

24.3 Part-Time Employees. Part-time employees, except those in positions funded from Other Personal Services funds, are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services and the Division of Retirement. Part-time employees should contact the Department of Human Resources at the University to determine the nature and extent of the benefits for which they are eligible.

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For the Florida Gulf Coast University Board of Trustees
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Date: 12/3/12

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24.4 Retirement Credit Under the Florida Retirement System (FRS). Retirement credit for employees who are authorized to take uncompensated or partially compensated leaves of absence shall be granted in accordance with State law and the rules of the Division of Retirement as they may exist at the time leave is granted.

Employees who are to take such a leave of absence should contact the Department of Human Resources at the University for complete information prior to taking the leave.

24.5 Benefits for Retired Employees.

A. Employees retired from the University shall be eligible, upon request, and on the same basis as other employees, subject to university regulations and policies, to receive the following benefits from the University:

1. Retired employee identification card;

2. Use of the University library (i.e., public rooms, lending and research service);

3. Listing in the University directory;

4. Placement on designated University mailing lists;

5. A University parking decal;

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Board of Trustees
Date: 12/3/12

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For the United Faculty of Florida
Date: 12/3/12
(6) Use of University recreational facilities (retired employees may be charged fees different from those charged to other employees for the use of such facilities);

(7) The right to enroll in courses without payment of fees, on a space available basis, in accordance with the provisions of Section 1009.26(4), Florida Statutes; and

(8) A mailbox in the department/unit from which the employee retired, subject to space availability.

(9) University e-mail address.

B. In accordance with university policy, and on a space available basis, the University is encouraged to grant a retired employee's request for office or laboratory space.

C. With the exception of retirees who participated in the SUS Optional Retirement Program and for whom provisions have been made, as stipulated in Article 24.6(A) below of this Agreement, retired employees of any State-administered retirement system are entitled to health insurance subsidy payments in accordance with Section 112.363, Florida Statutes.

24.6 Optional Retirement Program.

A. The State University System Optional Retirement Program is provided for employees who are employed for no less than one academic year in accordance with Florida Statutes and applicable rules of the Division of Retirement.

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For the Florida Gulf Coast University Board of Trustees
Date: 12/3/12

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For the United Faculty of Florida
Date: 1/3/12
B. The parties agree to inform eligible employees regarding the existence of the Optional Retirement Program.

C. If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, the UFF has a right to consult with the University regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the University’s statutory authority.

24.7 Phased Retirement Program.

A. Eligibility.

(1) Employees who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those employees referenced in Article 24.7(A)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the employee’s 63rd birthday. Employees who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Employees who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).

Approved: [Signature]
For the Florida Gulf Coast University Board of Trustees
Date: 12/3/12

Approved: [Signature]
For the United Faculty of Florida
Date: 12/3/12
B. The parties agree to inform eligible employees regarding the existence of the Optional Retirement Program.

C. If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, the UFF has a right to consult with the University regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the University’s statutory authority.

24.7 Phased Retirement Program.

A. Eligibility.

(1) Employees who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those employees referenced in Article 24.7(A)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the employee’s 63rd birthday. Employees who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Employees who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).
(2) Employees not eligible to participate in the Phased Retirement Program include those who have received notice of non-reappointment, layoff, or termination and those who participate in the State’s Deferred Retirement Option Program (DROP).

B. Program Provisions.

(1) All participants must retire and thereby relinquish all rights to tenure as described in Article 15, Multi-Year Appointments and Tenure Status Extension, Probation, Non-Reappointment, except as stated otherwise in this Article. Participants’ retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.

(2) Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.

(3) Re-employment.

a. Prior to re-employment, participants in the Phased Retirement Program must remain off the University payroll for six (6) calendar months following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must comply with the re-employment limitations that apply to the seventh (7th) through twelfth (12th) month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.
b. Participants shall be offered re-employment, in writing, by the University under an Other
Personal Services (OPS) contract for one-half of the academic year, however, the University and
employee may agree to less than one-half of the academic year. The written reemployment offer
shall contain the text of Article 24.7(B)(3)d below.

c. Compensation during the period of re-employment shall be at a salary proportional to the
participant’s salary prior to retirement, including an amount comparable to the pre-retirement
employer contribution for health and life insurance and an allowance for any taxes associated
with this amount. The assignment shall be scheduled within one (1) semester unless the
participant and the University agree otherwise, beginning with the academic year next following
the date of retirement and subject to the condition outlined in Article 24.7(B)(3)a above.

d. Participants shall notify the university in writing regarding acceptance or rejection of an offer
of re-employment not later than thirty (30) days after the employee’s receipt of the written
reemployment offer. Failure to notify the University regarding re-employment may result in the
employee’s forfeiting re-employment for that academic year.

(4) Leave for Illness/Injury.

a. Each participant shall be credited with five (5) days of leave with pay at the beginning of each
full-time semester appointment. For less than full-time appointments, the leave shall be credited
on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than
four (4) hours (½ day) when the participant is unable to perform assigned duties as a result of

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Board of Trustees
Date: 12/3/12

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For the United Faculty of Florida
Date: 12/3/10
illness or injury of the participant or a member of the participant’s immediate family. For the
purposes of this Section, immediate family shall include the participant’s spouse, mother, father,
brother, sister, natural, adopted, or step child, or other relative living in the participant’s
household.

b. Such leave may be accumulated; however, upon termination of the post-retirement
reemployment period, the participant shall not be reimbursed for unused leave.

(5) Personal Non-Medical Leave.

a. Each participant who was on a twelve (12) month appointment upon entering the Phased
Retirement Program and whose assignment during the period of reemployment is the same as
that during the twelve (12) month appointment shall be credited with five (5) days of leave with
pay at the beginning of each full-time semester appointment. This leave is to be used in
increments of not less than four (4) hours (½ day) for personal reasons unrelated to illness or
injury. Except in the case of emergency, the employee shall provide at least two (2) days notice
of the intended leave. Approval of the dates on which the employee wishes to take such leave
shall be at the discretion of the supervisor and shall be subject to the consideration of
departmental and organizational scheduling.

b. Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave
upon termination of the post-retirement period.

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Board of Trustees
Date: 12/3/12

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For the United Faculty of Florida
Date: 12/3/12
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(6) Re-employment Period.

a. The period of re-employment obligation shall extend over five (5) consecutive academic years, beginning with the academic year next following the date of retirement. No further notice of cessation of employment is required.

b. The period of re-employment obligation shall not be shortened by the University, except under the provisions of Article 16 of the Agreement. During the period of reemployment, participants are to be treated, based on status at point of retirement, as tenured employees or non-tenure earning employees with five (5) or more years of continuous service, as appropriate, for purposes of Article 13.2(B) of the Agreement.

(7) Declining Re-employment. A participant may decline an offer of reemployment during any academic year. Such a decision shall not extend the period of reemployment beyond the period described in Article 24.7(B)(6)a above. At the conclusion of the re-employment period, the university may, at its option, continue to re-employ participants in this program on a year-to-year basis.

(8) Salary Increases. Participants shall receive all increases guaranteed to employees in established positions, in an amount proportional to their part-time appointment, and shall be eligible for non-guaranteed salary increases on the same basis as other employees.

Approved: Kathleen Miller
For the Florida Gulf Coast University Board of Trustees
Date: 12/3/12

Approved: [Signature]
For the United Faculty of Florida
Date: 12/3/10

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(9) Preservation of Rights. Participants shall retain all rights, privileges, and benefits of employment, as provided in laws, rules, the FGCU/UFF Agreement, and university policies, subject to the conditions contained in this Article.

(10) Payroll Deductions. The UFF payroll deductions, as specified in Article 25, if applicable, shall be continued for a program participant during each reemployment period.

(11) Contracts and Grants. Nothing shall prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.

(12) The employee’s decision to participate in the Phased Retirement Program and to resign the employee’s established position is irrevocable after the required approval document has been executed by all parties.

C. PRP Information Document. Written information describing the current provisions of the Phased Retirement Program in this Agreement is available through the FGCU Human Resources website.

24.8 Free University Courses for Employees. The University shall provide the following Employee Tuition and Fee Voucher Policy Program, FGCU Policy 3.12, as approved by the Board of Trustees on October 6, 2004. Full-time employees, including employees on sabbaticals or on professional development leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) at the University without payment of tuition and fees on a space

Approved: [Signature] For the Florida Gulf Coast University Board of Trustees

Date: 12/3/12

Approved: [Signature] For the United Faculty of Florida

Date: 12/3/12
Language for the 2012-2013 Reopener to 2011-2014 Collective Bargaining Agreement

Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

available basis. The program allows employees to allocate their unused tuition and fee voucher per term to their spouse and/or eligible dependents.

24.9 Employee Assistance Programs. Employees shall have access to any Employee Assistance Program (EAP) of the University. Such program may include assessment, referral, follow-up consultation, short-term counseling, and other services for employees with personal, family, job stress, or substance abuse problems. Any policies created or revised by the university in the development or operation of its EAP shall be discussed in consultation with the local UFF Chapter.

24.10 Pre-tax Benefits Program. In accordance with IRS regulation and federal and state laws the University shall continue to offer the State of Florida’s pre-tax benefits program for salaried employees which includes but are not limited to: (1) pay for their applicable State insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and dependent care expenses.

24.11 The University and UFF agree to continue to discuss the possibility of providing benefits for domestic partners. Faculty shall have access to any Domestic Partner Benefits (DPB) of the University, the specifics of which shall be outlined in a policy. Any policies created or revised by the University in the development or operation of its DPB shall be discussed in consultation with the UFF.

Approved: [Signature]
For the Florida Gulf Coast University Board of Trustees
Date: 12/3/12

Approved: [Signature]
For the Unified Faculty of Florida
Date: 12/3/12

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Appendix D:
STEP 3 – Notice of Arbitration
Appendix D

STEP 3 – Notice of Arbitration

The United Faculty of Florida (UFF) hereby gives notice of its intent to proceed to arbitration in connection with the Step decision of FGCU dated and received by the UFF on in this grievance of:

Name of the Grievant:

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and FGCU or its representative to use, during the arbitration proceedings, copies of any materials in my evaluation or other University files pertinent to this grievance and to furnish copies of the same to the arbitrator.

Signature of Grievant

Date

Name of UFF Representative

Signature of UFF Representative

Date

The following statement of issues(s) before the Arbitrator is proposed:

For Academic Affairs use only:

This Notice of Arbitration was filed with the FGCU Office of Academic Affairs as follows (check one and enter date):

US Mail (certified or registered, return receipt requested); 

(date)

Personal delivery (note recipient); 

(date)

Other (please specify). 

(date)

Received by FGCU Office of Academic Affairs: 

(Name/Signature) 

Date

Approved: 

For the Florida Gulf Coast University Board of Trustees

Date: 12/3/12

Approved: 

For the United Faculty of Florida

Date: 12/3/12