Florida Gulf Coast University Board of Trustees
September 18, 2007

SUBJECT: 2007-2010 Collective Bargaining Agreement – Florida Gulf Coast University Board of Trustees and Florida Gulf Coast University/United Faculty of Florida-FGCU Chapter

PROPOSED BOARD ACTION

Approve ratification of the 2007-2010 Collective Bargaining Agreement

BACKGROUND INFORMATION

During the fall of 2006 the UFF-FGCU Chapter suggested the use of Interest Based Bargaining (IBB) for negotiating the 2007-2010 Agreement and the parties invited the Federal Mediation and Conciliation Service (FMCS) to conduct an IBB training session during December 2006. At the end of the training session the parties developed ground rules and agreed to use the IBB process for the next round of negotiations.

With guidance from the FMCS, the parties started negotiations on January 19, 2007 and bargained for approximately 5 months. The parties reached a tentative agreement on June 15, 2007. The FGCU faculty ratification vote was concluded on Friday July 13, 2007 with the faculty voting overwhelmingly (123 to 7) to ratify the 2007-2010 Collective Bargaining Agreement (CBA). The Agreement is now to be considered by the FGCU Board of Trustees during its September 19, 2007 meeting.

Prepared by: Associate Provost & Associate Vice President for Academic Affairs
Hudson Rogers

Legal Review by: General Counsel Vee Leonard (September 4, 2007)

Submitted by: Provost and Vice President for Academic Affairs Bonnie Yegidis
JOINT UFF & FGCU BRIEFING: Tentative Agreement on the 2007-2010 Collective Bargaining Agreement

On Friday June 15, 2007, the University and the UFF-FGCU Chapter successfully completed negotiations and tentatively agreed on a successor 2007-2010 Collective Bargaining Agreement. Over the next few weeks the UFF will present the Tentative Agreement (TA) to faculty for ratification following which the University will present the TA to the Board of Trustees for ratification. If ratified, the agreement will go into effect on August 7, 2007.

In December 2006, the University and the UFF-FGCU Chapter co-hosted a two day Interest Based Bargaining (IBB) workshop under the guidance of the Federal Mediation and Conciliation Service (FMCS). At the end of the workshop the parties agreed to use the IBB process for negotiating the 2007-2010 Collective Bargaining Agreement (CBA).

The 2004-2007 CBA expires on August 6, 2007, and the parties opened negotiations for the 2007-2010 CBA on Friday January 19, 2007. Both sides made opening statements, agreed to ground rules and outlined areas of interest. Starting with the 2004-2007 CBA, the parties agreed that the Preamble and 12 Articles did not require further discussion. Across the other 19 Articles, 20 issues of interest were raised for discussion (see changes outlined by Article below). These issues formed the basis for the negotiations and resulted in the TA on the 2007-2010 CBA. Summaries of the Tentative Agreements by Article were previously released to the university community via seven (7) IBB Joint Announcements and are restated below as Articles on Which Agreement Was Reached and TA Signed:

- **Career Ladders for Instructors and Academic Advisors:** Agreement that recognizes the University’s creation and adoption of the Career Ladders and outlines steps for

*Update of Changes Agreed to for the 2007-2010 CBA as of 6-15-2007*
implementation with eligible Instructors and Advisors (full-time with 4-years in classification at Level I and at least one year at FGCU) having the opportunity to apply for promotion to Level II as early as Spring 2008.

- **Petition for Unit Clarification:** Executed MOA between FGCU and UFF Florida to clarify FGCU classification to include Instructor I, II, III and Academic Advisor I, II, III and delete Instructor and Counselor/Advisor. The specification for the General Faculty Administrative Title Specification for Academic Advisor also revised. The University shall file a petition with PERC to include changes and UFF (FL) agreed not to oppose the filing.

- **Article 2 Consultation:** In addition to the Consultation with the President or representative the parties would have informal labor-management meetings once each fall and spring semester to discuss concerns of implementation and administration of the agreement. Such meetings shall not constitute bargaining and active grievances cannot be discussed under ground rules to be developed for such informal meetings. Either party can request an additional meeting each fall or spring semester.

- **Article 3 UFF Privileges:** Removed language that required faculty to have two (2) consecutive years without release time for every four (4) years of release time for UFF business. Indicated that faculty will remain eligible for release time and UFF encouraged to have a process that would develop a cadre of persons experienced in UFF matters. Changed language so that no more than one (1) faculty per twenty-five (25) faculty in a department can be granted leave at any one time (rather than 1 per 15). However, UFF can select one college/library where the ratio can be one (1) faculty per fifteen (15) employees. **RELEASE TIME –** UFF shall have five (5) units of release time during each
academic year and one (1) unit during each summer -- where a unit of release time equally to one course or 10 hours per week. The UFF may bank up to two releases provided each academic year to be distributed during any academic year, excluding summer and the university will provide an additional three (3) units of release time during the semester prior to the expiration of the contract (Note: this new language represents an increase of two units for bargaining in the semester prior to contract expiration).

- **Article 7 Minutes, Rules and Budgets:** Language modified to make it clear that the University shall provide UFF a hard copy and an electronic copy of salary data as reasonably requested, but not more than twice in the fall and spring semesters and once in the summer (modification to the CBA language underlined)

- **Article 8 Appointment** – The revised article clarifies wording on initial contracts to include whether the contract is a “fixed multi-year appointment” (FMYA) or “continuing multi-year appointment” (CMYA). Adds that a FMYA contract may be offered for faculty on “soft money.” Removes wording on initial contracts about the salary minimum for the job grade, since FGCU does not have job grades.

- **Article 9 Assignment of Responsibilities** – The revised article adds the statement that clarifies that assignments include teaching, scholarship, service, and other performance-related activities and that those elements may be the basis for annual evaluation, merit, continuation, and promotion. The revised article now states that faculty members may consult about the course schedule, teaching preferences, faculty-planned service and scholarship and other performance-related activities. Language referring to the “Summer
Task Force Final Report, March 2001,” was removed because relevant sections of that report have been integrated into the CBA.

- **Article 10 Employee Performance Evaluation:** Except for those receiving notice of non-renewal, all faculty to have annual evaluations; in penultimate year FMYA faculty reviewed by supervisor, Peer Review Committee (PRC) and Dean with recommendation to Provost for a decision; deans/directors encouraged to consult with supervisors to promote consistent application of evaluation criteria within and across departments in a unit; if faculty attached statement to annual evaluation a copy goes to the dean/director; colleges will have criteria for the evaluation of eminent/endowed professors that reflect the nature of the position that are different from or in addition to those for other ranked faculty; all faculty shall receive a Performance Improvement Plan if the annual evaluations rating is “Overall Below Expectation”. If there is one area of concern it must be addressed by a plan of action in the next Professional Development Plan (PDP).

- **Article 14 Promotion:** Instructors and Academic Advisors eligible for promotion within their respective classifications (Levels I, II & III). All Instructors and Academic Advisors shall be classified as Level I as of Fall 2007 and can, during the fall 2007 semester, apply to the dean to have time already served at FGCU or at another institution counted towards “time in classification”. Eligible faculty (those with a minimum of four years in classification) may, in spring 2008, seek promotion to Level II under criteria to be developed by each college. The revised article added the term “portfolio” to refer to the collection of materials submitted for promotion. Once the promotion review has begun, faculty may add material to the “portfolio” only if it is to clarify questions that are
raised by the reviewer. The revised article clarifies when newly adopted promotion criteria become effective.

- **Article 15 Multi-Year Appointment and tenure Status: Extension, Probation, and Reappointment:** The revised article establishes a probation system for Fixed Multi-Year Appointment (FMYA) faculty similar to what is used for Continuing Multi-Year Appointment (CMYA) faculty. The process will work as follows:
  
  - If the faculty member receives an overall unsatisfactory annual evaluation, the faculty member will be placed on one-year probation.
  - The FMYA faculty member must then develop a Performance Improvement Plan (PIP).
  - If the faculty member meets the PIP targets during the probation year, the probation will be lifted.
  - However, if the faculty member receives an unsatisfactory evaluation in the probation year, the faculty member shall have no more than one year remaining in his or her appointment.

- The revised article more clearly identifies the documentation that must be included to request a successive fixed multi-year appointment.

- The article makes it clear that the penultimate year review includes a review by supervisor, peer review committee, and dean/director, with a recommendation by the dean to the provost for a decision.

- **Article 16 Disciplinary Action and Job Abandonment:** Rewording of 16.7 to make it clear that the provisions of Article 17.1.D applicable “If an employee is absent without authorized leave under the provisions of Article 17.1.D for twelve (12) or more consecutive days, the employee shall be considered to have abandoned the position and voluntarily resigned from the University.”

- **Article 17 Leaves:** The revised article moved related topics together for clarity. The article also clarified that parental leave is unpaid leave unless other paid leave benefits
are accessed. Also included language agreeing to form a joint sub-committee to study the viability of providing paid parental leave for faculty with the sub-committee’s recommendation due by February 2009.

**Article 18 Inventions and Works:** Clarified the definitions used for “Inventions” and “Works” to include citation of U.S. statutes. Also defined “creator”, gross revenue, developmental expenses and net income. Where there are multiple creators the creators’ share of net income shall be divided equally unless the creators provide a written agreement to the contrary at least 30 days prior to the income distribution with distribution of net income made at least annually on or before December 1 of each year. At the discretion of the creator(s) a portion of the creators’ share may be placed in a fund in the Division of Sponsored Research. The division of net income to be negotiated between the creator(s) and the University. However, where agreement is not reached, net income to be divided as follows:

- Up to $20k 100 Creator 0 University
- $20,001 to $100,000 65% Creator 35% University
- $100,001 to $250,000 50% Creator 50% University
- $250,001 to $500,000 35% Creator 65% University
- $500,001 and over 30% Creator 70% University

**Article 19 Conflict of Interest:** Clarified that prior reporting of outside activities required for all paid activities, and for un-paid activities where conflict of interest may arise. The revised article advises faculty to report an outside activity if there is a question of whether or not the activity is a “conflict of interest.” Reporting of outside activity is not required if the employee has no appointment with the University.
• **Article 20 Informal Resolution, Grievance and Arbitration Procedures**: The revised article clarifies that there exist University offices to assist faculty with concerns outside of the Collective Bargaining Agreement (CBA). The parties will collaborate to ensure that faculty are referred to the appropriate venues. The article clarifies that informal resolution and grievance procedures exist for prompt and efficient discussion and resolution of issues covered by the CBA.

The revised article adds an **Informal Resolution (IR) Procedure** as a pre-grievance process that shall be the first method used to resolve concerns. Hence, no grievance shall be filed until an IR has been attempted. IR should be requested within 30 days of the act or omission giving rise to the dispute if the ability to file a grievance is to be preserved. If filed after the 30 days then the dispute shall be subject to IR only.

Upon receipt of a request for IR, the parties will have 30 days to informally resolve the dispute. A faculty member may file a grievance earlier than the 30 days if at least 21 days have elapsed and good faith attempts have been made by the faculty, or the parties mutually agree that IR is not working. In addition to discussions with the involved parties (supervisor, Dean/Director as applicable), IR may make use of the Conflict Management System, or use other informal methods.

If IR does not resolve the dispute, the faculty member may file a grievance with the Office of Academic Affairs using the appropriate form – Appendix C. Deadlines for all
aspects of the grievance process are included in the revised article. These deadlines may be extended by mutual written agreement of the parties.

The grievance shall be filed at Step 1 (for disputes at the college level or below), or at Step 2 (for disputes outside the college level). The office of Academic Affairs will designate a University Representative to hear the dispute. The University representative and the Grievant or representative will schedule a meeting to discuss the grievance. The grievance may be amended only one time without the University consent.

If the grievance is not resolved during Step 1 and the Step 1 decision was rendered in the college/unit, the grievant may request a Step 2 review. However, if the Step 1 grievance was heard by a representative of the Office of Academic Affairs, the grievant shall not request a Step 2 review and may proceed directly to Step 3 – Arbitration.

A grievance may by-pass Step 1 and be filed directly at Step 2 if it alleges that one or more violations have occurred outside the college/unit (university level). Such a grievance shall be file only after the dispute has been subjected to IR.

Step 3 – Arbitration may be filed after Step 2, or it may be filed after Step 1 if the Step 1 hearing and decision were made by a representative of the Office of Academic Affairs who is outside of the college/unit from which the grievance was filed.

Update of Changes Agreed to for the 2007-2010 CBA as of 6-15-2007
Changes have been made to Appendices C, D, and F consistent with the new language in Article 20. These changes are outlined in the individual appendices at the end this briefing document.

- **Article 21** – The revised article states that UFF agrees with the provost’s continuing effort to obtain “soft funding” for faculty development activities. The parties agreed that the University may allocate such funds through the Faculty Senate during 2007-2008.

- **Article 23 Salaries:** The revised article states the policy that the parties are committed to working towards the strategic goals of the University, especially high quality education, quality improvement, and hiring and retaining talented and dedicated faculty through competitive compensation and support. The article provides that promotion increases shall be effective August 7, 2007. Each eligible faculty shall receive a Base Salary increase equal to one (1) percent of the faculty’s October 31, base salary. In addition, eligible faculty shall receive a $1,000 lump sum bonus provided by the State Legislature. The Base Salary increase and the lump sum bonus will be effective November 1, 2007. The parties also agreed that a Compression and Inversion Process & Study will be developed starting on or before October 1, 2008 and completed by February 1, 2009 to inform negotiation beginning February 2009.

- **Article 24 Benefits:** This article was discussed; however, no changes were agreed upon.

- **Article 25 Payroll Deductions:** This article was revised so that dues may be remitted to UF State Office via either electronic funds or University check. Language was added to indicate that faculty in Phase Retirement may be reinstated as UFF members upon return to OPS employment as part of Phased Retirement.
• **Article 27 Miscellaneous Provisions** – The University shall maintain a copy of the ratified Agreement and any supplements on the University website and provide this information to new faculty. The parties agreed that the university shall print 650 copies of the 2007-2010 CBA for distribution to faculty and the UFF shall pay $300 towards the cost of printing. The University shall pay the cost associated with printing a 2009-2010 Supplement should one be needed.

• **Article 29 Amendment and Duration:** When ratified, the new Agreement will be for August 7, 2007 through August 6, 2010. The goal of achieving efficiency in the bargaining process shall be addressed as follows (i) In the first year of the agreement (Year 1 – negotiation starts 2/1/08) open only salary and benefits article for re-negotiation; (ii) In the second year (Year 2 – negotiation starts 2/1/09) of the agreement re-open salary and benefits articles plus each side can re-open up to two (2) additional articles; (iii) renegotiation for a successor contract (re-open entire contract) to begin no later than February 1, 2010. The parties agreed that if two articles are linked such that a change in one requires a change in the other, such shall be negotiated and will not count as a re-opened article.

• **Article 30 Definitions:** The revised article adds or clarifies the following definitions that were used elsewhere in the Agreement:
  
  o “base salary”
  o “Collective Bargaining Agreement” and “Agreement”
  o “Director of Arbitration”
  o “faculty”
  o “State UFF President”
  o “UFF-FGCU Chapter”
  o “UFF State Office”
• **Appendix A  Position Classification in the Bargaining Unit:** Appendix A was revised to include Instructors I, II, and III and Academic Advisors I, II, III consistent with the MOA and changes in Article 14 (Promotion) that included Instructors and Academic Advisors.

• **Appendix B  Dues Check-Off Authorization Form** – This Form was reformatted to make it consistent with changes and wording in Article 25. The revised form clarifies which information on the form is required and which is optional.

• **Appendix C  FGCU/UFF Grievance** – The Form in Appendix C was edited for clarity and made consistent with the changes agreed to in Article 20. The redesigned form also aimed at keeping all the information related to a grievance within a single filing document. The form was redesigned to clarify the Step at which the grievance was being filed (whether Step 1, or Step 2). The redesigned form now includes sections that indicate: Demographic Information; Statement of the Grievance; Informal Resolution procedures used; Authorization/Representation; and Request for a Step 2 review of a Step 1 decision.

• **Appendix D Request for Arbitration** – Consistent with the changes agreed to in Article 20, the name of Step 3 was changed to “Request for Arbitration” (changed from Notice of Arbitration). The Form in Appendix D delineates two (2) parts as follows: Part 1 – Request for Arbitration by the grievant, and filed with the University, and the UFF State Office; and Part 2 – Notice of Intent to Arbitrate given by the UFF State Office to the University.
• **Appendix E Salary Increase Notification** – The form to be used for notifying faculty of their salary for 2007-2008 was modified to make it consistent with the wording in Article 23 (Salaries).

• **Appendix F Exclusive Assignment Dispute Resolution Procedure and Exclusive Assignment Dispute Resolution Form**: The Dispute Resolution Procedure was edited for clarity. Changes included “employee or his/her representative” and “Office of Academic Affairs” throughout the Appendix as needed. The parties also agreed that any action that falls on a Saturday, Sunday, holiday, or administrative closure will be deemed timely if accomplished by 5:00 p.m. on the following business day. For clarity, the Exclusive Assignment Dispute Resolution Form is referred to as “EADR” and made consistent with the language developed in the procedure section of the appendix. The form was modified into Part 1A – Statement of Dispute; Part 1B – Supervisor’s Response; Part 2 Decision of the Dean or appropriate Administrator; Part 3 UFF Notice of Intent to Refer Assignment Dispute to a neutral umpire; and Part 4 Neutral Umpire’s decision as appropriate.
RATIFICATION BULLETIN

UFF/FGCU Chapter and FGCU Board of Trustees
2007-2010 Collective Bargaining Agreement

Vote on Your 2007-2010 Collective Bargaining Agreement by Wednesday, July 11, 2007 by U.S. mail OR Campus Mail to be received by noon on Friday, July 13 OR hand deliver to Maddy Isaacs’s office in AB3 246 by noon on Friday, July 13, 2007. (Faculty who are not at home to receive their mail may contact Maddy Isaacs by email for alternate receipt and voting arrangements.)

The United Faculty of Florida at FGCU (UFF/FGCU) and the FGCU Board of Trustees (BOT) negotiators reached tentative agreement on a 2007-2010 Collective Bargaining Agreement (CBA) on June 15, 2007. All faculty in the bargaining unit are eligible to vote to accept or to reject the 2007-2010 CBA.

If you vote “yes” to ratify and the BOT does so as well, the new 2007-2010 CBA provisions will take effect August 7, 2007, and 2007-2008 raises will be implemented effective November 1, 2007. If you vote “no,” negotiators must return to the bargaining table to renegotiate an agreement that can be ratified. FGCU/UFF bargaining team and executive officers urge you to vote “yes” on this 2007-2008 CBA. A large vote return will help the Board of Trustees understand and appreciate the position of faculty on their CBA. All votes will be counted on Friday July 13, 2007, and be made public immediately.

A summary of the proposed changes in the 2007-2010 CBA appears below. The complete text of the proposed 2007-2010 CBA is available at http://www.fgcu.edu/uff/. This can also be accessed by clicking either “Collective Bargaining Agreement” under “C” or “United Faculty of Florida” under “U” from the A-Z index on the FGCU homepage.

For the ratification of the 2007-2010 agreement all in-unit faculty are eligible to vote.

HIGHLIGHTS OF THE PROPOSED 2007-2010 COLLECTIVE BARGAINING AGREEMENT:

The highlights of the proposed 2007-2010 CBA are provided in the enclosed attachment entitled “Joint UFF & FGCU Briefing: Tentative Agreement on the 2007-2010 Collective Bargaining Agreement.” For easy reference, the document is arranged by article and reference the changes agreed to by the parties.

VOTE ON THE PROPOSED 2007-2010 CBA USING THE ENCLOSED BALLOT
Instructions to ensure confidentiality and validity of your vote:

1. Mark Ballot
2. Place ballot in the plain, unmarked envelope and seal it.
3. DO NOT WRITE OR MARK ON THE PLAIN BALLOT ENVELOPE.
4. Put this plain envelope inside the pre-addressed mailing envelope and seal it.
5. Print your name and sign the back flap of the outer envelope

YOUR BALLOT MUST BE POSTMARKED/RECEIVED BY: Wednesday, July 11, 2007 and received in AB3-246 by 12:00, noon on Friday, July 13, 2007 OR received by 12:00, noon on Friday, July 13 by campus mail or hand delivery.


(Faculty not available to receive their ballots at home may contact Maddy Isaacs who will arrange for them to receive an electronic copy of the ballot that can be posted in a timely way.)
BALLOT

Please mark your ballot, place it in the envelopes as directed above and mail to:

Dr. Madelyn Isaacs, President
United Faculty of Florida-FGCU
College of Education, AB-3 246
Florida Gulf Coast University
10501 FGCU Blvd., South
Ft. Myers, FL 33965

THIS BALLOT MUST BE RECEIVED BY noon, FRIDAY July 13, 2007
(If mailed through the postal system, ballot must postmarked by Wednesday, July 11, 2007)

Item to be voted On:

UFF-FGCU and BOT 2007-2010 Collective Bargaining Agreement

DO YOU WISH TO RATIFY THE PROPOSED AGREEMENT?

CHECK ONE BOX ONLY to register your vote:

☐ YES ☐ NO

REMEMBER:

Print your name and sign the back flap of the outer envelope.

Mail the pre-addressed envelope or send via Campus Mail by Wednesday, July 11, 2007, OR hand deliver to Madelyn Isaacs’s office by noon on Friday, July 13, 2007.