Florida Gulf Coast University Board of Trustees
November 15, 2011

SUBJECT: Reopener for 2011-2014 Collective Bargaining Agreement – Florida Gulf Coast University Board of Trustees and United Faculty of Florida, Florida Gulf Coast University Chapter

PROPOSED BOARD ACTION


BACKGROUND INFORMATION

With assistance of 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 reopener negotiations on September 28, 2011, and bargained for four (4) sessions. The parties reached a tentative agreement (TA) on October 18, 2011 and signed the TA on October 18, 2011. The FGCU Faculty ratification vote was concluded on Friday, November 4, 2011, with the faculty voting to ratify the Reopener of the 2011-2014 Collective Bargaining Agreement (CBA). The Reopener Agreement is now to be considered for ratification by the FGCU Board of Trustees during its November 15, 2011 meeting.

Note: The one-time $1,000 bonus was addressed in an Implementation Plan under Article 4, Reserved Rights, of the CBA. Under Section 4.3, Administrative Discretionary Increase, the University has the ability to adjust salaries “or other similar, special situations” without ratification by the UFF. The one-time bonus to faculty was disbursed under this provision and is, therefore, not addressed in the ratification document.

Supporting Documentation Included: (1) Tentative Agreement on the Reopener of the 2011-2014 Collective Bargaining Agreement – Prepared by Florida Gulf Coast University, can also be found at:
http://www.fgcu.edu/CollectiveBargaining/Files/Tenative_Agreement_for_Article_23.4B_Base_Salary_Increase_____.pdf, and; (2) UFF FGCU-Chapter Ratification Bulletin from UFF to in-unit faculty.

**Prepared by:** Special Assistant for Academic Affairs Steven Belcher

**Legal Review by:** General Counsel Vee Leonard (November 7, 2011)

**Submitted by:** Provost & Vice President for Academic Affairs Ron Toll
Article 23

Salaries

23.1 Policy. The parties to this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education, scholarship, and service to the institution, community, and profession. To that end, the parties are committed to working toward the strategic goals of Florida Gulf Coast University especially high quality education, quality improvement, and hiring and retaining talented and dedicated faculty through competitive compensation and support. This is a policy statement and is not subject to Article 20, Grievance Procedure.

23.2 Promotions.

A. Promotion shall be granted to employees pursuant to the promotion process in Article 14.

B. All employees receiving promotion to Instructor Level II or Academic Advisor Level II will receive a nine percent (9%) increase to their previous year’s base salary.

C. All employees receiving promotion to Instructor Level III or Academic Advisor Level III will receive a nine percent (9%) increase to their previous year’s base salary.

D. All employees receiving promotion to Associate Professor or Associate Librarian will receive a nine percent (9%) increase to their previous year’s base salary.

E. All employees receiving promotion to Professor or Librarian will receive a twelve percent (12%) increase to their previous year’s base salary.

F. For 2011-2012 promotion increases will be effective as of August 7, 2011.

23.3 Eligibility.

A. For 2011-2012 an in-unit employee who was employed by the University on or before July 1, 2011 and anticipated to continue employment during the full 2011-2012 academic year, shall be eligible for any legislatively mandated adjustment to base salary and/or other identified compensation to employees as applicable (Article 23.4) and any University provided base salary increase and/or any non-recurring compensation to employees as applicable for 2011-2012 (Article 23.4) if their most recent annual performance evaluation is at least “overall satisfactory”.

Approved: ____________
For the Florida Gulf Coast University
Board of Trustees
Date: 10-18-11

Approved: ____________
For the United Faculty of Florida
Date: 10/18/11
B. Contract and Grant funded employees who are eligible per Article 23.3A above shall receive compensation adjustments equivalent to similar employees on Education and General (E&G) funding, provided that such salary increases are permitted by the terms of the contract or grant or the rules of the funding agency.

23.4 Faculty Compensation.

A. Salary Increase for Promotions for 2011-2012. The University shall provide a pool of such an amount as is needed to fund promotion increases to faculty who have been promoted. For 2011-2012 the amount will be sufficient to provide base salary increases for in-unit faculty who were approved for promotion by the Board of Trustees at the June 2011 meeting. From the established pool, the respective faculty members shall, on August 7, 2011, receive adjustments to their 2010-2011 base salary consistent with the rank or level to which they were promoted and the percentage adjustment to base salary outlined in Article 23.2.A to E above.

B. There shall be no base salary increase and no one-time lump sum bonus payment for 2011-2012.

B. Base Salary Adjustment. Effective January 1, 2012, the University shall provide all eligible employees a 2011-2012 across the board base salary increase equal to two percent (2%) of the employee’s December 31, 2011 base salary.

23.5 Administrative Stipends. A temporary salary increase which is provided to an in-unit faculty for performing a specific, titled administrative function shall be permitted under this agreement as an Administrative Stipend and shall not result in the change of the faculty in-unit status. The University shall provide the employee a written notification of the stipend which states the rank and discipline of the employee, the amount of the stipend, and the reason for the stipend.

23.6. Merit Increases. Each college/unit shall develop procedures and criteria for the distribution of merit increases, should they become available. These procedures are subject to approval by the President or designee.

23.7 Notification.

All employees who are to be promoted as of August 7, 2011 shall receive notice of their 2011-2012 promotion related increase (Appendix E) at least two (2) weeks prior to the effective date of implementation, if practicable.

23.8 Ongoing Compression and Inversion (C&I) Study. Consistent with Article 23.8 of the 2009-2010 Supplement and 2010-2011 Extension to the 2007-2010 Collective Bargaining Agreement the parties acknowledge that they have commissioned an external consulting firm to conduct a C&I Study to inform bargaining. A copy of the final report from the consulting firm will be provided to the parties.

Approved: [Signature]
For the Florida Gulf Coast University
Board of Trustees
Date: 10-18-11

Approved: [Signature]
For the United Faculty of Florida
Date: 10-18-11
On October 18, 2011, the United Faculty of Florida at FGCU (UFF/FGCU) and the FGCU Board of Trustees (BOT) negotiators reached tentative agreement on reopened Article 23.4 B, Salaries, Base Salary Adjustment of the 2011-2014 Collective Bargaining Agreement (CBA). The new provision will read, if ratified,

“23.4. B. Base Salary Adjustment. Effective January 1, 2012, the University shall provide all eligible employees a 2011-12 across the board base salary increase equal to two percent (2%) of the employee's December 31, 2011 base salary.”

RATIFICATION:
All employees in the bargaining unit are eligible to vote to accept or to reject the tentative agreement reached on reopened Article 23.4 B, Salaries and will receive instructions on voting in the electronic ratification system through our email with voting codes in mailboxes on campus. Please take the time to Vote on our reopener between October 28 and November 4 ending at noon. All votes will be counted as soon as practical after noon on November 4 and made public immediately.

The FGCU/UFF bargaining team and executive officers urge you to vote “YES.” If you vote “YES” to ratify, and the BOT does so as well, the Article 23 4.B will go into effect ON January 1. A “NO” vote means that the current language remains in effect which does not provide any salary increase for the academic year 2011-12.

Summary
Essentially this provides a 2% base salary increase as of January 1, 2011. This has no effect on negotiations underway for 2012-13 which will address Article 17 Leaves, Article 20 Informal Resolution, Grievance, and Arbitration Procedures, Article 23 Salaries, and Article 24 Benefits and which will include information from the external Inversion and Compression Study whose results are due in the coming weeks.

Voting Directions
You will be provided with a secured hard copy of your voting code in your University mailbox on or before October 25th, 2011.

To ensure confidentiality and validity of your vote:

1. Go to BallotBin.com
2. Enter your University supplied code exactly as printed (including all punctuation).
3. Vote Yes or No.
4. You will receive a confirmation that you have voted. If you do not receive that confirmation, please check with Russ Sabella.

YOUR Vote must be registered by noon on Friday, November 4th, 2011