

2009-2010 SUPPLEMENT

AND

2010-2011 EXTENSION

TO THE

2007-2010 COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FLORIDA GULF COAST UNIVERSITY

BOARD OF TRUSTEES
(UNIVERSITY)

AND

UNITED FACULTY OF FLORIDA / FLORIDA GULF
COAST UNIVERSITY-CHAPTER
(UFF)

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(Replaces Article 9 of the 2007-2010 Collective Bargaining Agreement and of all previous supplements to the 2007-2010 Collective Bargaining Agreement)

Article 9

Assignment of Responsibilities

9.1 Policy. The parties agree that the University will approach faculty assignments in the spirit of equity and fairness. The professional obligation is comprised of both scheduled and non-scheduled activities. The parties also recognize that it is a part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, and other duties and responsibilities may be required to be performed at a specific time and place, other non-scheduled activities are more appropriately performed in a manner and place determined by the employee.

9.2 Annual Assignments.

A. Communication of Assignment.

(1) Employees shall be apprised in writing, at the beginning of their employment and at the beginning of each year of employment thereafter, of the duties assigned in teaching, thesis/dissertation supervision, research and other creative activities, public service, and of any other specific duties assigned for that year. The assigned elements shall form the basis for annual evaluation, eligibility for merit, continuation, and promotion as per the college/unit criteria.

(2) Except for an assignment made at the beginning of an employee's employment, the person responsible for making an assignment shall notify the employee prior to making the final written assignment. The assignment shall be communicated to employees no later than six (6) weeks in advance of its starting date, if practicable.

B. Instructional Assignment.

(1) Specific course assignments shall be communicated to faculty members no later than six (6) weeks prior to August 7 (for the fall semester) and six (6) weeks prior to the first working day of the new year (for the spring semester), if practicable. The requirement for giving at least six (6) weeks notice of the specific course assignment does not prevent the chair/supervisor from making a change in assignment as outlined in Article 9.2.C.

(2) The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of spring break, if any.

C. Change in Assignment. Should it become necessary to make changes in an employee's assignment, the person responsible for making the change shall notify the employee prior to making such change and shall specify such change in writing.

(1) If an assignment is changed without six (6) weeks notice, the supervisor will provide the employee with a written explanation of the rationale for the assignment change with a copy to the Dean, no later than seven (7) days after the change has been made.

(2) Upon written request, the University will provide the UFF with a copy of the rationale for the assignment change referenced in 9.2.C(1).

D. Equitable Opportunity. Each employee shall be given assignments which provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for promotion, continuing multi-year appointment extensions, successive fixed multi-year appointments, and merit salary increases.

(1) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at the university shall not be less than four years. The employee's annual assignment shall be included in the promotion file.

(2) For the purpose of applying this principle to successive fixed multi-year appointments, assignments shall be considered over the entire appointment period and not solely over the period of a single annual assignment. The employee's annual assignment shall be included in the evaluation file.

(3) For the purpose of applying this principle to continuing multi-year appointment extensions, assignments shall be considered over the previous three (3) years or the entire period since the original appointment, whichever is less, and not solely over the period of a single annual assignment. The employee's annual assignment shall be included in the evaluation file.

(4) If an arbitrator determines that the employee was not provided an "equitable opportunity" as described in this section, the arbitrator may award additional employment requiring the University to provide the "equitable opportunity" as described herein. The arbitrator also may retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity".

9.3 Considerations in Assignment.

A. Beginning with the development of the course schedule and prior to establishing the assignment, the department chair/supervisor shall provide the faculty member with the opportunity to consult about the course schedule, the faculty member's teaching preferences, and the faculty member's plans for scholarship and service, and other performance related activities.

B. The employee shall be granted, upon written request, a conference with the person responsible for making the assignment to express concerns regarding:

- (1) the needs of the program or department/unit;
- (2) the employee's qualifications and experiences, including professional growth and development and preferences;
- (3) the opportunity to fulfill applicable criteria for promotion, continuing multi-year appointment extensions, successive fixed multi-year appointments, and merit salary increases.
- (4) the character of the assignment, including but not limited to, those characteristics described below.
 - a. the number of hours of instruction,
 - b. the preparation required,
 - c. whether the employee has taught the course in the past,
 - d. course enrollments,
 - e. the time required by the course,
 - f. time of day at which the course is offered,
 - g. whether travel to another location is required,
 - h. the number of preparations required,
 - i. the employee's assignments in other semesters,
 - j. the terms and conditions of a contract or grant from which the employee is compensated,
 - k. the use of instructional technology (see Article 9.9),
 - l. the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments,
 - m. any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the employee,
 - n. the distribution of day, evening, and weekend courses across the department considering the needs of students, the program, and the teaching capability within the department.

C. If the conference with the person responsible for making the assignment does not resolve the employee's concerns, the employee may discuss those concerns with an administrator at the next higher level, and upon written request will be granted an opportunity to do so.

D. The University and the UFF recognize that, while the minimum full academic assignment is described in terms of twelve (12) contact hours of instruction or equivalent research and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In like manner, the professional obligation of other professional employees is not easily quantifiable. The University has the right, in making assignments, to determine the types of duties and responsibilities which comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

E. Furthermore, the University properly has the obligation constantly to monitor and review the size and number of classes and other activities, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.

F. Teaching at the post-master's level requires a high level of professional preparation and scholarship. When making faculty assignments, chairs/supervisors will take into consideration post-master's level teaching, supervision of post-master's level theses/dissertations, serving on post-master's level thesis/dissertation committees, and currency of research in the field or related to the assignment.

G. No employee assignment shall be imposed arbitrarily or unreasonably.

(1) Assignments are driven primarily by the program and curricular needs of students. The University has the right, in making assignments, to determine the types of duties and responsibilities which comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

(2) Assignments may be deemed arbitrary or unreasonable if one or more of the following applies:

a. The assignment was made without providing the employee an opportunity to consult about the assignment (9.3.A).

b. An assigned course is outside the employee's area of expertise as determined by the University's and/or SACS standards for faculty credentialing, and the faculty has not agreed to teach the course.

c. There is a pattern of assignment that illustrates that the employee is not provided an equitable opportunity to meet the required evaluation criteria.

(3) If an employee believes that the assignment has been imposed arbitrarily or unreasonably, and conferences with the supervisor and the next higher administrator have not resolved the issue/concern, the employee may proceed to address the matter through the dispute resolution procedures in Appendix "F" of this Agreement, which shall be the exclusive method for resolving such disputes. Other claims of alleged violations of the Agreement with respect to employee assignments are subject to the provisions of Article 20, Grievance Procedure and Arbitration.

9.4 Summer Assignment.

A. The summer instructional assignment, like that for the academic year, includes the normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as course preparation, minor curriculum development, lectures, evaluation of student efforts, consultations and conferences with students, and minor committee activities not to exceed more than 12 hours of committee work for each course taught during summer session.

9.5 Place of Employment.

A. Principal. Each employee shall be assigned one principal place of employment, as stated on the University employment contract. An employee shall be given at least nine (9) months notice of a change in principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change, including concerns regarding considerations in assignment as described in Article 9.3, above. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes, if practicable.

B. Secondary. Each employee, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment more than fifteen (15) miles from the employee's principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change. If the assignment to a secondary place of employment is made within a regular full-time appointment, the supervisor is encouraged to make an appropriate adjustment in the assignment in recognition of additional time spent traveling to a secondary place of employment. Necessary travel expenses incurred, including overnight lodging and meals, for all assignments not at the employee's principal place of employment shall be paid at the State rate and in accordance with the applicable provisions of State law.

9.6 Teaching Schedule.

A. Teaching schedules should be established, if practicable, so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours, unless the employee agrees in writing.

B. Teaching schedules should be established, if practicable, so that the number of hours between the end of the last assignment on a given day and the beginning of an assignment on the next day is not less than twelve (12) hours, unless the employee agrees in writing.

9.7 Equipment. When equipment is required for classes, it is desirable that there be sufficient equipment to accommodate the students assigned thereto. The University is committed to seek funding to provide for the replacement of obsolete equipment, recognizing the necessity for maintaining an adequate inventory of technologically current equipment.

9.8 Workweek.

A. Scheduled hours for all employees shall not normally exceed forty (40) hours per week. Time shall be allowed within the normal working day for research, teaching, or other activities required of the employee, when a part of the assigned duties.

B. Supervisors are encouraged to make appropriate reductions or adjustments in the number of hours scheduled in recognition of evening, night, and weekend assignments, and for periods when an employee is on call. Evenings, nights, and weekends when an employee is on call shall

be considered in making other assignments. See Article 17.5, regarding schedule adjustment for holiday assignment.

9.9 Instructional Technology.

A. "Instructional technology material" includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee, and which are used to assist or enhance instruction.

B. The parties recognize the increasing development and use of technology, such as videotapes, interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between employee and student. This technology may be used in the context of distance learning. Furthermore, the parties also recognize that this technology should be used to the maximum mutual benefit of the University and the employee.

C. When making assignments, the University shall review the considerations stated in (1) through (4), below, which may be raised by employee development and use of instructional technology/distance learning.

(1) Recognition that employee effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner is appreciably greater than that associated with a traditional course;

(2) Training and development resources available to employees who have been assigned to provide instruction through the use of instructional technology/distance learning;

(3) Provisions for clerical, technical, and library support in conjunction with the assigned use of instructional technology/distance learning; and

(4) Compensation, including recognition in an employee's assignment or provisions for extra University compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning.

(5) It is recognized that these considerations may already apply to other employee instructional activities and, therefore, may be addressed by existing University policies and procedures. If the university concludes that new or revised policies are needed, they shall develop such policies and consult with UFF pursuant to Article 1.2 (B), prior to their implementation.

(Replaces Article 21 of the 2007-2010 Collective Bargaining Agreement and of all previous supplements to the 2007-2010 Collective Bargaining Agreement)

Article 21

Other Employee Rights

21.1 Professional Meetings. Employees should be encouraged to and may, with the approval of the supervisor, attend professional meetings, conferences, and activities. Subject to the availability of funds, the employee's expenses in connection with such meetings, conferences, or activities shall be reimbursed in accordance with the applicable provisions of State law and university rules.

21.2 The UFF agrees with the Provost's continuing effort to obtain "soft funding" for faculty development activities university-wide. Recognizing the non-recurring availability of such funds, the parties agree that the University may allocate the funds through the Faculty Senate, during 2009-2010 and 2010-2011. This clause (Article 21.2) may be discussed annually and shall not count as a reopener under Article 29.

21.3 Office Space. Each employee shall be provided with office space which may be on a shared basis. The parties recognize the desirability of providing each employee with enclosed office space with a door lock, office equipment commensurate with assigned responsibilities, and ready access to a telephone. Each employee shall, consistent with building security, have reasonable access to the employee's office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis. Before an employee's office location is changed, or before there is a substantial alteration to an employee's office to a degree that impedes the employee's work effectiveness, the affected employee shall be notified, if practicable, at least one (1) month prior to such change.

21.4 Safe Conditions. Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate administrator shall reply to the concern, in writing, if the employee's concern is communicated in writing.

21.5 Limitation on Personal Liability.

A. In the event an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee should notify the General Counsel's office as soon as possible after receipt of the summons commencing the action in order that the University may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.

B. For information purposes, the following pertinent language of Section 768.28(9) (a), Florida

Statutes, is reproduced herein.

No officer, employee, or agent of the State or any of its subdivisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damages suffered as a result of any act, event, or omission of action in the scope of her or his employment or function, unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21.6 Travel Advances. The University will, to the extent permitted by State law and rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer than five (5) consecutive days.

21.7 Working Papers Rights. Consistent with law and the provisions of this agreement, and the legitimate interests of the University, employees shall have the right to control of their personal correspondence, notes, raw data, and other working papers.

21.8 Protection for Whistleblowers. Employees are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

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(Replaces Article 23 of the 2007-2010 Collective Bargaining Agreement and of all previous supplements to the 2007-2010 Collective Bargaining Agreement)

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 2009-2010 promotion increases will be effective as of August 7, 2009; and for 2010-2011 promotion increases will be effective as of August 7, 2010.

23.3 Eligibility.

A. For 2009-2010 an in-unit employee who was employed by the University on or before July 1, 2009 and anticipated to continue employment during the full 2009-2010 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 2009-2010 (Article 23.4) if their most recent annual performance evaluation is at least "overall satisfactory".

B. For 2010-2011 an in-unit employee who was employed by the University on or before July 1, 2010 and anticipated to continue employment during the full 2010-2011 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 2010-2011 (Article 23.4) if their most recent annual performance evaluation is at least “overall satisfactory”.

C. Contract and Grant funded employees who are eligible per Article 23.3A or Article 23.4B above as applicable 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 2009-2010. The University shall provide a pool of such an amount as is needed to fund promotion increases to faculty who have been promoted. For 2009-2010 the amount will be sufficient to provide base salary increases for in-unit faculty who were approved for promotion by the University Board of Trustees (UBOT) at the June 2009 meeting. From the established pool, the respective faculty members shall, on August 7, 2009, receive adjustments to their 2008-2009 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 2009-2010.

C. Salary Increase for Promotions for 2010-2011. The University shall provide a pool of such an amount as is needed to fund promotion increases to faculty who have been promoted. For 2010-2011 the amount will be sufficient to provide base salary increases for in-unit faculty who were approved for promotion by the University Board of Trustees (UBOT) at the June 2010 meeting. From the established pool, the respective faculty members shall, on August 7, 2010, receive adjustments to their 2009-2010 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.

D. Base Salary Adjustment. Effective January 1, 2011, the University shall provide all eligible full-time nine (9) and twelve (12) month employees a 2010-2011 across the board base salary increase equal to two percent (2%) of the employee’s December 31, 2010 base salary.

E. Non-Recurring One-Time Lump Sum Bonus: Effective October 1, 2010 the University shall provide all eligible full-time nine (9) and twelve (12) month faculty a non-recurring one-time lump-sum payment of \$1,000 less applicable taxes and withholding. Eligible employees appointed to less than 1.0 FTE shall receive a payment prorated based on the full-time equivalency of his or her position. This amount will not result in any change in the employee’s 2010-2011 base salary.

F. Payment of the two percent (2%) across the board annual base salary outlined in Article 23.4D above, and the \$1,000 non-recurring lump sum bonus outlined in Article 23.4E above shall be contingent upon:

- The current 2010-2011 budget adopted by the Florida Legislature on April 30, 2010 is enacted into law without further adverse financial effects on the University's financial position; and
- The University is granted approval to implement the 2010-2011 full/aggregate fifteen percent (15%) tuition increase (8% legislatively mandated plus 7% differential) at the start of the Fall 2010 semester.

23.5 Administrative Adjustments to Base Salary. Nothing in Article 23 will limit the ability of the University to provide salary increases beyond the above-listed increases. These administrative adjustments are available to be provided for salary counter-offers, increased duties and assignment, and other similar, special situations. For any given year, any such adjustments will be limited to 1% of the total salary rate for in-unit employees who are in an employment relationship with the University for the year. The UFF will be provided written notice of any such administrative adjustments including the name of the faculty member, the amount of the increase, and the reason for the increase no later than 30 days after the effective date, or as soon as practicable. The parties recognize and agree that 1% of total in-unit employee salary for a unit represents administrative spending authority and not a defined pool of funds held in reserve. Any Administrative Adjustments provided under any court-ordered or court approved salary increase or any salary increase to settle a legitimate employment dispute shall not be subject to the terms and limitations of this section.

23.6 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.

23.7 Notification.

A. All employees who are to be promoted as of August 7, 2009 shall receive notice of their 2009-10 promotional related increase at least two (2) weeks prior to the effective date of implementation, if practicable.

B. For 2010-2011, all employees shall receive notice of their 2010-2011 salary (Appendix E) at least two (2) weeks prior to the effective date of implementation, if practicable.

23.8 Compression and Inversion Study. Recognizing that the University and the UFF FGCU-Chapter did not jointly complete a Compression and Inversion (C&I) Study as outlined in the 2007-2010 Collective Bargaining Agreement, the parties acknowledge that the parties will commission an external consulting firm having a regional and/or national reputation and experience in performing compensation studies 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. Each party agrees to pay fifty percent (50%) of the cost for conducting the C&I Study up to a maximum total cost of the study being \$4,000 beyond which the University shall make full payment. Both parties shall be involved in the selection of the consulting firm. If the parties cannot agree on the

selection of the consulting firm, then the firm shall be randomly selected from a listing of firms developed from among firms which are in contract status with a University within the State University System.

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(Replaces Article 24 of the 2007-2010 Collective Bargaining Agreement and of all previous supplements to the 2007-2010 Collective Bargaining Agreement)

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, Grievance Procedure.

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.

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. The current FRS rules also require that to receive full retirement credit, the employee on uncompensated or partially compensated leave must make payment of the retirement contribution that would otherwise be made by the University, plus interest, if applicable. 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 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;

- (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. An 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.

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, whether administered by the University or State agency, 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 one (1) calendar month 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 second through twelfth 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 ($\frac{1}{2}$ day) when the participant is unable to perform assigned duties as a result of

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 re-employment 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 ($\frac{1}{2}$ 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.

(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 re-employment, 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 re-employment 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.

(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, upon request of the employee.

(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. The parties agree to jointly develop written information describing the current provisions of the Phased Retirement Program in this Agreement.

24.8 Free University Courses for Employees. The University shall provide the following Employee Tuition and Fee Voucher Program, FGCU Policy # 3.12, as approved by the Board 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 available basis. The program allows employees to allocate up to six (6) credit hours of 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 law the University shall continue to provide a pre-tax benefits program for salaried employees which includes but are not limited to: (1) pay for their 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.

(Replaces Article 27 of the 2007-2010 Collective Bargaining Agreement and of all previous supplements to the 2007-2010 Collective Bargaining Agreement)

Article 27

Miscellaneous Provisions

27.1 No Strike or Lockout. The University agrees that there will be no lockout during the term of this Agreement. The UFF agrees that there will be no strike by it or by any employees during the term of this Agreement.

27.2 Effect of Passage of Law. Any provision of this Agreement which is contrary to law, but becomes legal during the term of this Agreement, shall be reinstated consistent with such legislation.

27.3 Legislative Action. The University and UFF agree that neither will attempt to influence or support changes in existing statutes or legislation which would change the terms of this Agreement.

27.4 Venue. For purposes of venue in any judicial review of an arbitrator's decision, the parties elect to submit themselves to the jurisdiction of the courts in Lee County, Florida. In an action commenced in Lee County, neither the University nor the UFF will move for a change of venue based upon the defendant's residence in fact if other than Lee County.

27.5 Copies of the Agreement.

(1) The University shall maintain a copy of the ratified agreement and all supplements to the ratified agreement on the University website, including a listing of the location of the document, and shall provide the website address to new employees hired in an in-unit classification upon hiring.

(2) The University shall provide seven hundred and fifty (750) printed copies of the agreement for distribution. The University shall order and pay for the printing and the UFF FGCU-Chapter shall pay fifty percent (50%) of the cost upon receipt of an invoice from the University.

(3) If the employee does not receive the website address from the University as part of the hiring process, the employee may obtain same from UFF. UFF may distribute an electronic notice of the website address of the Agreement to current employees in the unit when the Agreement is ratified.

27.6 Class Titles.

A. Whenever the University creates a new faculty classification, it shall designate such classification as being either within or outside the bargaining unit and shall notify the UFF. Further, if the University revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify the UFF of such new designation twenty (20) days prior to

the effective date of said change. Within ten (10) days following such notification, the UFF may request a meeting with the University for the purpose of discussing the designation. If, following such discussion, the UFF disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.

B. An employee may request a review of the appropriateness of the employee's classification by the appropriate University office. In case of disagreement with the results of the review, the matter shall be discussed in accordance with Article 2, Consultation, but shall not be subject to Article 20, Grievance Procedure and Arbitration.

27.7 Salary Rate Calculations and Payment. The biweekly salary rate of employees serving on twelve (12) month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by 26.1 pay periods.

27.8 Titles and Headings. The titles of articles and headings which precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.

DRAFT

(Replaces Article 29 of the 2007-2010 Collective Bargaining Agreement and of all previous supplements to the 2007-2010 Collective Bargaining Agreement)

Article 29

Amendment and Duration

29.1 Effective Date. The Agreement shall become effective on the date it is ratified by both the UFF and the Board and remain in effect from August 7, 2009 through August 6, 2011.

A. Renegotiations for a successor agreement (“full-book”) for the term August 7, 2011 through August 6, 2014 shall begin no later than February 1, 2011 with meetings in the Fall 2010 semester for planning and other purposes agreed to by the parties.

B. The parties may mutually agree to include other subjects in their renegotiations.

29.2 Amendments. In the event the University and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

(Replaces Article 31 of the 2007-2010 Collective Bargaining Agreement and of all previous supplements to the 2007-2010 Collective Bargaining Agreement)

Article 31

Totality of Agreement

31.1 Limitation. The parties acknowledge that during the negotiations which resulted in the Agreement, the University and the UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

31.2 No Obligation to Bargain. During the term of this Agreement, the University and the UFF agree that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement. This provision will cease to be applicable on August 6, 2011 or sooner should a replacement provision be negotiated and agreed.

31.3 Consultation and Impact Bargaining. If the university concludes that new or revised regulations or policies are needed, they shall develop such regulations or policies as applicable and shall provide the UFF, upon their written request, with the ability to consult about the regulations or policies prior to their adoption. If the University develops new regulations or policies, or revises regulations or policies that have an adverse effect on in-unit faculty, the University shall engage in bargaining on the impact of such new or revised regulations or policies.

31.4 Modifications. Nothing herein shall, however, preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

IN WITNESS THEREOF, the parties have set their signatures this _____ day of September, 2010.

FOR FLORIDA GULF COAST UNIVERSITY
UNIVERSITY BOARD OF TRUSTEES

FOR THE UNITED FACULTY
OF FLORIDA – FLORIDA GULF
COAST UNIVERSITY CHAPTER

Wilson G. Bradshaw, President

Madelyn L. Isaacs, President

Hudson P. Rogers, Chief Negotiator

Morgan T. Paine, Chief Negotiator

For Administration Bargaining Team:

Jennifer Baker
Tony Barringer
Steve Belcher
Lois Christensen
Madeline Holzem
Kathleen Miller
David Vazquez
Aswani Volety
Jim Wohlpart

For UFF FGCU-Chapter Bargaining Team:

Michelle Angeletti
Nora Demers
Beth Elliot
Jeff Kleeger
Monika Renard

Appendix E

Florida Gulf Coast University NOTICE OF PROMOTION INCREASE 2009 – 2010 Promotion Salary Increase Notification

Date: _____

Name: _____

College/Department: _____

This notification of your change in salary due to promotion is being provided consistent with University practice. The promotion and the base salary increase shall be effective August 7, 2009.

Based upon your promotion increase your starting salary for 2009-2010 is as follows:

A. Current (2008-2009) Base Salary: \$ _____

B. Promotion from _____ to _____ : \$ _____
(Instructor I/Academic Advisor I to Instructor/Academic Advisor II – 9%;
Instructor II/Academic Advisor II to Instructor/Academic Advisor III – 9%;
Assistant to Associate – 9%; Associate to Full – 12%)

C. August 7, 2009 Base Salary due to promotion: A + B \$ =====

D. Stipend (if any); \$ _____

New Total Salary (New Base Salary + Stipend if any) = C + D \$ =====

This notification for your starting 2009-2010 compensation reflects of your 2008-2009 base salary plus the promotion increase as applicable and was prepared by Human Resources on the advice of Academic Affairs. Accompanying this notice is two copies of your employment agreement. Please sign one copy of the agreement and return to Human Resources. The other copy is for your records. You may contact Academic Affairs to request a meeting to discuss this increase.

Appendix E
Florida Gulf Coast University
2010 – 2011 Salary Increase Notification

Date: _____

Name: _____

College/Department: _____

In accordance with the provisions of Article 23 of the 2009-2011 FGCU-UFF Supplement to the 2007-2010 Collective Bargaining Agreement, salary increases shall be based upon base salary (total salary less stipends if any).

Your salary for 2010-2011 is as follows:

A. 2009-2010 Base Salary: \$ _____

B. Promotion from _____ **to** _____ **:** \$ _____
 (Instructor I/Academic Advisor I to Instructor/Academic Advisor II – 9%;
 Instructor II/Academic Advisor II to Instructor/Academic Advisor III – 9%;
 Assistant to Associate – 9%; Associate to Full – 12%)

C. December 31, 2010 Base Salary: A + B \$ _____

D. Base Pay Adjustment (1% of December 31, 2010, Base Salary): \$ _____

E. New Base Salary (as of January 1, 2011) = C + D \$ _____

F. Stipend, if any \$ _____

New Total Salary (New Base Salary + Stipend if any) = E + F \$ _____

Non-Recurring One-Time Lump Sum Bonus*: \$ _____

This notification for your 2010-2011 compensation (salary increase) was prepared by Human Resources in consultation with Academic Affairs. If you have any questions, you may contact Academic Affairs.

* Eligible faculty shall receive a non-recurring one-time lump sum payment of \$1,000 less applicable taxes and withholding. Eligible employees appointed for less than 1.0 FTE shall receive a payment prorated based on the full-time equivalency of his or her position. The payment is effective October 1, 2010, and will not result in any change in employee's 2010-2011 base salary.