

2008-2009

SUPPLEMENT

TO THE

2007-2010 COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FLORIDA GULF COAST UNIVERSITY

BOARD OF TRUSTEES
(UNIVERSITY)

AND

THE FLORIDA GULF COAST UNIVERSITY
- UNITED FACULTY OF FLORIDA
(UFF)

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(Replaces Article 21 on pages 72-73 of 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 2008-2009. 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.

(Replaces Article 23 on pages 79-80 of 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 2008-2009 promotion increases will be effective as of August 7, 2008.

23.3 Eligibility.

A. An in-unit employee who was employed by the University on or before July 1, 2008 and anticipated to continue employment during the full 2008-2009 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 (Article 23.4) if their most recent annual performance evaluation is at least "overall satisfactory".

B. Contract and Grant funded employees who are eligible shall receive compensation adjustments equivalent to similar employees on 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. Base Salary Adjustment. Effective January 1, 2009, the University shall provide eligible employees a 2008-09 across the board salary increase equal to one (1) percent of the employee's December 31, 2008 base salary.

B. Non-Recurring One-Time Lump Sum Bonus: Effective November 24, 2008 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 2008-2009 base salary.

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. All employees shall receive notice of their 2008-09 salary (Appendix E) at least two (2) weeks prior to the effective date of implementation, if practicable.

23.8 Compression and Inversion Study. Recognizing the 2006 market study and salary adjustment of base salaries, the parties agree to develop a compression and inversion process beginning by October 1, 2008 and complete the study by February 1, 2009 to inform the negotiation beginning February 2009 for the contract year 2009-2010.

(Replaces Article 24 on pages 80-85 of 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 (½ 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 (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.

(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.

IN WITNESS THEREOF, the parties have set their signatures this _____ day of October, 2008.

FOR FLORIDA GULF COAST UNIVERSITY
UNIVERSITY BOARD OF TRUSTEES

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

Wilson G. Bradshaw, President

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Appendix E

Florida Gulf Coast University 2008 – 2009 Salary Increase Notification

Date: _____

Name: _____

College/Department: _____

In accordance with the provisions of Article 23 of the 2008-2009 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 2008-2009 is as follows:

A. **2007-2008 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, 2008 Base Salary:** A + B \$ =====

D. Base Pay Adjustment (1% of December 31, 2008, Base Salary): \$ _____

E. **New Base Salary** (as of January 1, 2009) = 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 2008-2009 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 November 24, 2008, and will not result in any change in employee's 2008-2009 base salary.