Language for the 2011-2014 Collective Bargaining Agreement "Thumbed Up x-xx-20xx"
Tentative Agreement Between Florida Gulf Coast University BOT and UFF FGCU-Chapter

(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 2011-2012 promotion increases will be effective as of August 7, 2010; and for 2010-2011 promotion increases will be effective as of August 7, 2011.

23.3 Eligibility.

Approved:  
For the Florida Gulf Coast University
Board of Trustees

Date:  3/20/2011

Approved:  
For the United Faculty of Florida

Date:  MAR 28 2011
A. For 2009-2010 2011-2012 an in-unit employee who was employed by the University on or before July 1, 2009 2011 and anticipated to continue employment during the full 2009-2010 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 2009-2010 2011-2012 (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”.

GB. 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 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 2009-2010 2011-2012 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 2011 meeting. From the established pool, the respective faculty members shall, on August 7, 2009 2011, receive adjustments to their 2008-2009 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 2009-2010 2011-2012.

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 2011-2012 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.
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.

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

Date: 2/28/2011                      Date: MAR 28 2011
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.

23.6. Merit Increases. Each collective/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.

A. All employees who are to be promoted as of August 7, 2009-2011 shall receive notice of their 2009-2010-2011 promotional related increase (Appendix E) 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 Ongoing Compression and Inversion (C&I) 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, 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 will have commissioned 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.

Approved: ________________________________ Approved: ________________________________
For the Florida Gulf Coast University For the United Faculty of Florida
Board of Trustees
Date: 3/28/2011 Date: MAR 28 2011