In attendance: Beth Elliott, Morgan Paine, Lucero Carvajal, David Steckler, Maddy Isaacs, Hudson Rogers, Jim Wohlpart, Jennifer Baker, David Vazquez, Lois Christensen, Kathy Miller, Sue Putnam

1. Hudson distributed a list of Administrative Team members. Morgan will provide names for the Faculty Team at next meeting. President Bradshaw, Provost Toll, Vice President Shepard, and Chief-of-Staff Evans are listed but will attend only occasionally, as needed.

2. Review of Meeting Notes for 1.28.11
   - Line 67 – change “9” to “(”
   - Line 55 – change “ins” to “is”
   - Line 81 – change “loose” to “lose”
   - Line 80-8 – add a dash “win-lose”
   - Line 38 – delete extra colon “1::30” to “1:30”

Review dates and times for meetings. Note that not all members can attend all sessions.

Minutes, with noted changes, approved.

3. Review of Ground Rules from 2009-2010. Changes proposed:
   - Move #22 to position between #6 and #7
   - Strike “Goal” from #5
   - Correct “devises” to “devices” in #9
   - Split #9 into two items—add “to ensure everyone is engaged and listening”
   - Change #15 to read “facilitator position alternates…”
   - Delete #17
   - #18 – Team Scribe/Recorder… (add “/Recorder”)
   - #19 – second bullet – delete “d”; change “constituents” to “stakeholders”; elevate to its own number
   - Add new bullet to #21 – “Draft agenda for next meeting”; change “will be promptly published” to “are distributed”

Hudson will revise the Ground Rules, with Values at the top and procedures at the bottom. Group will review one more time.

4. Housekeeping
5. Opening Statements

- Hudson reads statement—see Appendix

Members of the management team presented an overview of how interests might be discussed (see Appendix):

- Financial Matters
- Non-Financial Matters
- Other

A discussion followed of which articles related to which category. The discussion explained that the items in the “Other” section are due primarily to language issues associated with devolution.

Conversation followed about some particular nomenclature. It was agreed to table specific matters till the appropriate time. The conversation was at this point an awareness topic.

General impressions and feedback were provided on the items presented. During conversation, concern was raised in regards to the Legislative climate and its overall impact to the CBA. There was consensus that it is of concern to all parties, and there is acknowledgment that the Legislature can supersede any portion of the CBA.

A concept was raised in regards to “contingency language.” Often agreements are held up based upon timing of appropriations, and having a complete knowledge base of the impacts of any given Legislative session. The idea of contingency language would allow for agreements in principal on financial matters, with finalization occurring once financial specifics are known. It was further discussed that deferments are another option.

The team discussed Article 13, and the value of discussing that particular article early in the process, in the event that its content is required unexpectedly over the months ahead. It was advised from the Federal Mediator that many believe “it is best to do an article when you do not need it.”

The team agreed to start with Article 7 as an opening item of discussion.
At 3:45, the team ceased discussions to begin planning for the next meeting. The next meeting, which is scheduled from 1-5 p.m. on Friday February 18th will have the following agenda:

- Review of prior meeting notes
- Revisit of the ground rules
- Continue Article 7
- As time permits, discuss Articles 28, 25, 26, 27, 11.

Hudson agreed to distribute electronically documentation of the Sunshine Laws of Florida. It was acknowledged that the UFF team will conduct the next meeting.

Meeting adjourned.

Appendix – Opening statement from Management

Management Team’s Opening Statement For
Bargaining on the 2011-2014 Collective Bargaining Agreement
February 14, 2011

Since devolution, the parties have negotiated and ratified the 2004-2007 CBA and the 2007-2010 CBA in addition to the associated Supplemental Agreements. In the spirit of Interest Based Bargaining (IBB) and in setting a wider context for the 2011-2014 bargaining proceedings, it is helpful to remember that the current Agreement between the UFF and the FGCU Board of Trustees has its foundation in the more than 25 years of negotiations that had produced a comprehensive system-wide Agreement prior to devolution. Much of the language of the pre-devolution Agreement has been preserved in the 2004-2007 CBA and reaffirmed in the 2007-2010 CBA and the 2009-2011 Supplement to the 2007-2010 CBA. That history of bargaining and language development continues as a collective wisdom which has helped to advance the interest of faculty and the University.

While the management of FGCU believes that the parties have interdependent goals, it recognizes that the parties have different perspectives because they do not always want or need exactly the same thing at the same time. On the management side, we are committed to ensuring the continued
development and maintenance of an environment that respects the rights of both the University and all of
its employees.

FGCU continues to be a unique institution in the state of Florida. Our funding is based largely on an
annual state appropriation process that has its roots in a funding formula mandated and implemented by
the Legislature. Within the last few years, the percentage of support coming from the State has been
decreasing so that today more than forty (40) percent of the University’s Education and General revenue
(E&G) budget is derived from non-state funding (tuition). Since 2007-2008, because of the economic
downturn, the state funding has not kept pace with FGCU enrollment. The result is that the University’s
overall level of funding per FTE student declined from about $14,000 in 2000-2001 to about $8,500 in
2010-11. Coupled with state cuts, and given enrollment demands, the only way to meet ongoing needs is
to increase enrollment to offset state funding shortfalls because curtailing enrollment will have a larger
negative effect on the University’s overall operations than managed growth as was illustrated in Dr. Joe
Shepard’s presentation at the FGCU Board of Trustees meeting in June 2010. Because of this shift, the
institution has to be managed with a careful eye toward balancing expenses and revenue. This also means
that employee productivity continues to be a central and an important element in fiscal and operational
decisions and cannot be ignored as the parties bargain.

To be more specific, the Board of Governors (BOG) and Legislature utilize a state-wide funding
formula based on one (1.0) FTE equal to forty (40) students taking one (1) credit-hour each at the
undergraduate level or thirty-two (32) students taking one (1) credit-hour each at the graduate level.
Within this funding formula, the University must meet FTE targets related to Lower and Upper level
enrollment for undergraduate students and Graduate Level I and Level II enrollments for graduate
students. There are also requirements related to in-state and out-of-state enrollments. These formulas,
standards, and other environmental factors drive change and resource availability a number of which are
beyond the control of the University. While most of these forces are outside the University’s control they
dictate our enrollment targets, operations, and infrastructure.
Any form of bargaining that we do, but especially Interest Based Bargaining (IBB) which seeks to find common ground and to develop an agreement that meets our common interests, must take place within this framework. This information is being shared at the onset because it is important to understand the various sources and uses of funds within the institution and the degree to which those sources are available for the various university activities. As we talk about fiscal matters this is not a topic that can be avoided given the reality of the current enrollment driven funding. Indeed, it is a topic that is more pertinent now than it has ever been.

The broader conversation of how we achieve our revenue goals must be of interest to both parties, especially when it comes to discussions of fiscal matters. As the state’s level of support for higher education decreases universities become less state supported and more state assisted. Therefore, it is through increased efficiencies and productivity gains that fiscal resources can be made available for fiscal matters. Expressed in stark economic terms, higher enrollments equal higher revenues and higher revenues result in greater discretionary income IF costs are contained.

By way of example between fall 2005 and fall 2008 the average class size at the university increased from about 25 to 32 and during that time faculty received an average University-provided annual increase of 1.5 percent plus promotions. This 1.5 percent was beyond anything provided by the state. In addition, the University was able to channel funding into hiring roughly twenty five (25) faculty each academic year to fill new lines. This is not a one to one linkage. When we are able to generate revenue and manage costs, the University is better able to do the things that we all say we want to do. And if we have the common interest to do these things, then we must also share the responsibility for considering how we can increase revenue while containing our costs.

Since 2009 the growth in average class size has stabilized and we have responded to increased enrollments primarily through additional hires. This, coupled with decreased state revenues, has resulted in lack of funding for financial matters of interest to both parties. Together we have it in our power to
work together as a team to transform the way things are done and to meet our common interests. If we are committed to the IBB process, and my hope is that we are, then together we will tackle the issues that can revolutionize our Agreement and bring about transformational change.

As we embark on negotiations for the 2011-2014 agreement we need to be mindful that we commit to the notion that we engage in Interest Based Bargaining in the true sense. This is something on which we need to reflect – not in a pessimistic way but as a call toward optimism. It is a call toward choosing mutual gain rather than one-sidedness. Together, we can move our university forward.

The University highly values its faculty and all its employees. A major responsibility of the University is to recruit, develop and retain the best-qualified faculty to achieve its goals within its available resources. This is a matter of fundamental importance to the University and one it takes very seriously. Hence the institution works diligently to offer faculty the widest latitude consistent with academic freedom, and equal opportunity. The University looks forward to a progressive and fruitful round of bargaining that will serve the interest of both parties. The management team is entering into this round of bargaining committed to any process that will promote a collaborative environment, conducive to meeting the educational goals of the institution.

The Management Team recognizes that the CBA is a collective document that is an important part of the employment context for faculty. In addition, there are those whose relationship with the University is not a matter for negotiation. The Management Team believes the current Agreement provides a rewarding employment environment, competitive wages, a generous benefits package including health benefits, supplemental insurances, life insurance, and pension benefits, educational benefits, including professional development opportunities and tuition assistance. The management of the University remains mindful of the need to continue its practice of sound fiscal management for the benefit of all of its constituencies and the institution.
We are pleased that the UFF FGCU-Chapter and the University have the 2004-2007, 2007-2010 CBAs and the Supplements as a firm foundation for the development of the 2011-2014 Agreement. This marks the third time the parties will review the entire agreement. Today’s meeting is the first step towards the development of an Agreement that outlines the Salary, Benefits, and Terms and Conditions of employment for in-unit faculty for the period 2011-2014. During this process, it is our intention to work collaboratively to mutually develop an Agreement that will stand the test of time.

On behalf of the Executives and the BOT, the Management Team wants to make clear that the University has vital interests in preserving academic freedom, the rights of the faculty and the rights of management. As a major guiding principle, the University welcomes discussion of issues that would contribute to enhancing the employment environment. In this respect, the University will act on issues supported by evidence illustrating that current practices can be improved or clarified without placing a restriction on preserved management’s rights.

We are fortunate to have a favorable work environment guided by an Administration that believes in and protects academic freedom and promotes the rights of the faculty for career development and self-determination. While we continue to face challenging economic times, we begin bargaining the 2011-2014 CBA firm in the knowledge that the University is committed to the highest ideals of academic professionalism. This underscores the active interest the University has taken in the negotiation and implementation of the CBA since the inception of the institution.

The University approaches these sessions with the following expectations:

- Recognition of and continued respect and adherence of the rights of faculty.
- Increased efficiency in the bargaining process.
- Greater harmony and both parties’ acceptance of the Agreement which results from the negotiating process.
- Enhancing an environment that continues to hold the student at the center of what we do.
Continued recruitment, development and retention of an excellent cadre of faculty committed to teaching, learning, scholarship, and service.

Continued University support for faculty development and faculty individual and collective responsibility for career development.

Continued development of a positive and collaborative employment environment.

Recognition of the reserved rights of management.

As such, the Management Team reaffirms the management’s rights expressed in Article 4 Reserved Rights. Unless expressly stated in the Agreement the University does not waive nor has it agreed to modify any of the rights reserved to the University or by law by not exercising any of its rights in a particular matter, or over time.

In the exercise of the reserved management rights and all other reserved rights, the University recognizes its obligations to bargain as the provisions of law requires over wages, hours, and terms and conditions of employment of bargaining unit employees. The University fully intends to continue implementing management’s reserved right or decision, subject only to any settlement, legislative imposition, or agreement reached as a result of negotiations.

As we begin these deliberations, we appreciate the opportunity to recognize the commitment and leadership of the UFF FGCU-Chapter in this collaborative process and we also welcome the involvement of the Federal Mediation and Conciliation Service (FMCS) in helping to build upon and improve our negotiating process.

Thank you for the opportunity to make this statement as a part of the record.

Appendix – Interests
Financial Matters (Articles 3, 8, 9, 17, 22, 23, 24) - these will ALL be discussed together, kept
opened and then TA-ed together rather than one at a time per previous years.

Non-Financial Matters (all other articles)

Others Matters (Interest related to either conflicting language or ambiguous language)
  ✓ Language to match University usage after devolution (example - "rule" changed to
    Regulations & Policies as applicable)
  ✓ Article 20 (dates - See step 2 & Step 3)
  ✓ Article 14 - Promotion (Re: Who's to be involved in voting, in light of UFF
    insistence/grievance over the language in Article 14.2 with respect to criteria and
    standards but not with respect to the development of the standards and criteria …
    14.2E (RE: only faculty involved in development of Promotion standards as
    language states "the faculty ...")

Others