

1 **IBB Meeting – February 14, 2011**

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

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

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10 2. Review of Meeting Notes for 1.28.11

11 Line 67 – change “9” to “(”

12 Line 55 – change “ins” to “is”

13 Line 81 – change “loose” to “lose”

14 Line 80-8 – add a dash “win-lose”

15 Line 38 – delete extra colon “1::30” to “1:30”

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

17 Minutes, with noted changes, approved.

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19 3. Review of Ground Rules from 2009-2010. Changes proposed:

- 20 • Move #22 to position between #6 and #7
- 21 • Strike “Goal” from #5
- 22 • Correct “devises” to “devices” in #9
- 23 • Split #9 into two items—add “to ensure everyone is engaged and listening”
- 24 • Change #15 to read “facilitator position alternates...”
- 25 • Delete #17
- 26 • #18 – Team Scribe/Recorder... (add “/Recorder”)
- 27 • #19 – second bullet – delete “d”; change “constituents” to “stakeholders”; elevate to its own
28 number
- 29 • Add new bullet to #21 – “Draft agenda for next meeting”; change “will be promptly published” to
30 “are distributed”

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

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34 4. Housekeeping

- 35 • Distribution of “Constructive Route to Agreement” (Sue)
- 36 • Distribution of Norman Love chocolates (Hudson)

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38 5. Opening Statements

- 39 • Hudson reads statement—see Appendix

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

- 43 • Financial Matters
- 44 • Non-Financial Matters
- 45 • Other

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

48

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

51

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

56

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

62

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

66

67 The team agreed to start with Article 7 as an opening item of discussion.

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69 At 3:45, the team ceased discussions to begin planning for the next meeting. The next meeting, which is
70 scheduled from 1-5 p.m. on Friday February 18th will have the following agenda:

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

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

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78 Meeting adjourned.

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80 **Appendix – Opening statement from Management**

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82 **Management Team’s Opening Statement For**

83 **Bargaining on the 2011-2014 Collective Bargaining Agreement**

84 **February 14, 2011**

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

94 While the management of FGCU believes that the parties have interdependent goals, it recognizes
95 that the parties have different perspectives because they do not always want or need exactly the same
96 thing at the same time. On the management side, we are committed to ensuring the continued

97 development and maintenance of an environment that respects the rights of both the University and all of
98 its employees.

99 FGCU continues to be a unique institution in the state of Florida. Our funding is based largely on an
100 annual state appropriation process that has its roots in a funding formula mandated and implemented by
101 the Legislature. Within the last few years, the percentage of support coming from the State has been
102 declining so that today more than forty (40) percent of the University's Education and General revenue
103 (E&G) budget is derived from non-state funding (tuition). Since 2007-2008, because of the economic
104 downturn, the state funding has not kept pace with FGCU enrollment. The result is that the University's
105 overall level of funding per FTE student declined from about \$14,000 in 2000-2001 to about \$8,500 in
106 2010-11. Coupled with state cuts, and given enrollment demands, the only way to meet ongoing needs is
107 to increase enrollment to offset state funding shortfalls because curtailing enrollment will have a larger
108 negative effect on the University's overall operations than managed growth as was illustrated in Dr. Joe
109 Shepard's presentation at the FGCU Board of Trustees meeting in June 2010. Because of this shift, the
110 institution has to be managed with a careful eye toward balancing expenses and revenue. This also means
111 that employee productivity continues to be a central and an important element in fiscal and operational
112 decisions and cannot be ignored as the parties bargain.

113 To be more specific, the Board of Governors (BOG) and Legislature utilize a state-wide funding
114 formula based on one (1.0) FTE equal to forty (40) students taking one (1) credit-hour each at the
115 undergraduate level or thirty-two (32) students taking one (1) credit-hour each at the graduate level.
116 Within this funding formula, the University must meet FTE targets related to Lower and Upper level
117 enrollment for undergraduate students and Graduate Level I and Level II enrollments for graduate
118 students. There are also requirements related to in-state and out-of-state enrollments. These formulas,
119 standards, and other environmental factors drive change and resource availability a number of which are
120 beyond the control of the University. While most of these forces are outside the University's control they
121 dictate our enrollment targets, operations, and infrastructure.

122 Any form of bargaining that we do, but especially Interest Based Bargaining (IBB) which seeks to
123 find common ground and to develop an agreement that meets our common interests, must take place
124 within this framework. This information is being shared at the onset because it is important to understand
125 the various sources and uses of funds within the institution and the degree to which those sources are
126 available for the various university activities. As we talk about fiscal matters this is not a topic that can
127 be avoided given the reality of the current enrollment driven funding. Indeed, it is a topic that is more
128 pertinent now than it has ever been.

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

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

143 Since 2009 the growth in average class size has stabilized and we have responded to increased
144 enrollments primarily through additional hires. This, coupled with decreased state revenues, has resulted
145 in lack of funding for financial matters of interest to both parties. Together we have it in our power to

146 work together as a team to transform the way things are done and to meet our common interests. If we
147 are committed to the IBB process, and my hope is that we are, then together we will tackle the issues that
148 can revolutionize our Agreement and bring about transformational change.

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

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

161 The Management Team recognizes that the CBA is a collective document that is an important part of
162 the employment context for faculty. In addition, there are those whose relationship with the University is
163 not a matter for negotiation. The Management Team believes the current Agreement provides a
164 rewarding employment environment, competitive wages, a generous benefits package including health
165 benefits, supplemental insurances, life insurance, and pension benefits, educational benefits, including
166 professional development opportunities and tuition assistance. The management of the University
167 remains mindful of the need to continue its practice of sound fiscal management for the benefit of all of
168 its constituencies and the institution.

169 We are pleased that the UFF FGCU-Chapter and the University have the 2004-2007, 2007-2010
170 CBAs and the Supplements as a firm foundation for the development of the 2011-2014 Agreement. This
171 marks the third time the parties will review the entire agreement. Today's meeting is the first step
172 towards the development of an Agreement that outlines the Salary, Benefits, and Terms and Conditions of
173 employment for in-unit faculty for the period 2011-2014. During this process, it is our intention to work
174 collaboratively to mutually develop an Agreement that will stand the test of time.

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

181 We are fortunate to have a favorable work environment guided by an Administration that believes in
182 and protects academic freedom and promotes the rights of the faculty for career development and self
183 determination. While we continue to face challenging economic times, we begin bargaining the 2011-
184 2014 CBA firm in the knowledge that the University is committed to the highest ideals of academic
185 professionalism. This underscores the active interest the University has taken in the negotiation and
186 implementation of the CBA since the inception of the institution.

187 The University approaches these sessions with the following expectations:

- 188 • Recognition of and continued respect and adherence of the rights of faculty.
- 189 • Increased efficiency in the bargaining process.
- 190 • Greater harmony and both parties' acceptance of the Agreement which results from the
191 negotiating process.
- 192 • Enhancing an environment that continues to hold the student at the center of what we do.

- 193 • Continued recruitment, development and retention of an excellent cadre of faculty committed to
194 teaching, learning, scholarship, and service.
- 195 • Continued University support for faculty development and faculty individual and collective
196 responsibility for career development.
- 197 • Continued development of a positive and collaborative employment environment.
- 198 • Recognition of the reserved rights of management.

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

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

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

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

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215 **Appendix – Interests**

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- 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