

Meeting of the
DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA
December 10, 2024

AGENDA ITEM:

Approval of the Memorandum of Understanding between the District Board of Trustees of State College of Florida, Manatee-Sarasota and United Faculty of Florida – State College of Florida, Manatee-Sarasota

RECOMMENDATION:

The College recommends the District Board of Trustees approval of the Memorandum of Understanding between the District Board of Trustees of State College of Florida, Manatee-Sarasota and United Faculty of Florida – State College of Florida, Manatee-Sarasota to effect payment within budgeted amounts prior to the upcoming holiday season and confirm the transition to the State Group Insurance Plan for in-unit faculty.

EXPLANATION:

The Memorandum of Understanding will affect payment within amounts currently budgeted by the Board of Trustees while the parties continue negotiations of a final agreement for the current cycle. The Memorandum of Understanding is subject to ratification by the bargaining unit.


FISCAL IMPACT Yes No

Funding Source: Fund Balance Amount: \$225,000

Will this action result in a Budget Amendment? Yes No

If yes, indicate the dollar amount: \$225,000

REQUESTED BY: 
Steven W. Prouty, General Counsel

APPROVED FOR AGENDA BY: 
President

MEMORANDUM OF UNDERSTANDING

The District Board of Trustees of the State College of Florida, Manatee-Sarasota (hereafter, the “SCF-BOT”) and the United Faculty of Florida- State College of Florida (hereafter, the “UFF-SCF”), collectively the “Parties,” hereby agree to the following Memorandum of Understanding (“MOU”):

WHEREAS, the Parties are currently negotiating a collective bargaining agreement for the years 2024-2027 that includes Article 24 Benefits and Article 25 Compensation; and,

WHEREAS the SCF-BOT’s current Article 25 Compensation proposal contemplates two non-recurring wage actions for eligible bargaining unit members; and,

WHEREAS the SCF-BOT’s current Article 24 Benefits proposal reflects the College’s transition to the State Group Health Insurance Plans; and,

WHEREAS, the Parties mutually agree to allow for the benefits and wage action described in this MOU to go into effect at this time and not delayed while other articles and other issues remain to be negotiated by the parties;

WHEREAS, regarding compensation, the Parties mutually agree as part of the collective bargaining process that eligible in-unit faculty will receive one of the two SCF-BOT’s proposed one-time, non-recurring wage actions prior to the completion of negotiations for the collective bargaining agreement;

WHEREAS, regarding benefits, the Parties mutually agree as part of the collective bargaining process to the College’s transition to the State Group Health Insurance Plans prior to the January 1, 2025 effective date of that transition; and,

WHEREAS, the Parties mutually agree to enter into this MOU and to continue to negotiate in good faith regarding the issues and articles that have been identified for the purposes of the

negotiations for the current collective bargaining agreement including continued negotiations regarding Article 24 and 25, if necessary,

NOW, THEREFORE, the Parties agree as follows:

1. Effective upon ratification of this Memorandum of Understanding, the Board shall implement a wage action to provide each eligible member of the UFF bargaining unit with ~~aa two one-time~~ one time separate non-recurring payments of two one thousand five hundred dollars (\$~~2,000~~ \$1,500.00), subject to regular applicable deductions and withholdings (i.e., Social Security, tax, retirement, social security/Medicare etc.). The payments shall be included in the first payroll following ratification of this MOU. This wage action should be considered one of the two one time non-recurring adjustments proposed by SCF BOT in prior negotiations. The remaining one time adjustment and other negotiations for Article 25 remains subject to negotiation by the Parties. The parties shall in good faith resume negotiations of existing proposals as of this date. An additional one time separate non-recurring payment of \$1000 shall be made in a reulation payroll in January 2025 as previously agreed upon on August 26, 2024. All other negotiations for Article 25, compensation, will remain open and both parties agree to negotiate this article in good faith in subsequent negotiations.

2. In order to be eligible for the non-recurring wage action bargaining unit members must have been employed on or before June 30, 2024, and continuously employed through the pay date of the wage action.

3. The Parties acknowledge that during negotiations for the current bargaining cycle insurance and related benefits transitioned to the State of Florida Group Health Insurance Plans. Bargaining unit members may participate in the applicable State Group Health Insurance Plans, if eligible. The Parties acknowledge that due to circumstances beyond the SCF-BOT's control

because of the transition to the State plan that certain benefits pursuant to Rule 6HX14-2.41 must terminate in order to comply with Florida law and a mandate from the State of Florida, Division of Retirement. Proposed revisions to the current rule have been presented to the Board of Trustees at the October 29, 2024 meeting as noted in the Exhibit A, hereto. The terms, conditions, premium costs, benefits and any other costs or benefits applicable to eligible bargaining unit members shall be set forth and established in the State plan. Upon entry into the State plan, the State plan, its terms, conditions, benefits and costs shall supersede any previous College-provided benefits plans.

4. The Parties shall retain all rights to engage in collective bargaining, including the ongoing negotiations over the articles that are being negotiated as part of the current collective bargaining negotiations, including Articles 24 and 25.

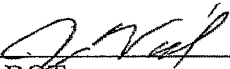
5. This Memorandum of Understanding shall not serve as precedent for the establishment of any other rights, benefits, or other changes in terms or conditions of employment for Board employees and shall not be presented in any arbitration proceeding.

6. This Memorandum of Understanding represents the Parties' entire agreement and constitutes a complete understanding between the Parties. The Parties acknowledge that no other contract, promise, or inducement has been made and that this Memorandum of Understanding cannot be amended or modified without express written consent of both Parties or as otherwise set forth in the Parties' collective bargaining agreement.

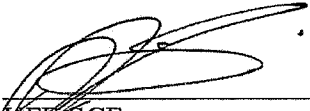
7. The UFF-SCF shall not assert any complaint of a unilateral change in terms and conditions of employment related to the terms set forth herein to bargaining unit employees covered by this MOU.

8. UFF-SCF agrees to hold the Board harmless for all claims related to this Memorandum of Understanding in the event this Memorandum of Understanding is not ratified by UFF-SCF within thirty (30) days of the date of signing.

The Parties signify their agreement with this Memorandum of Understanding by affixing their signatures below.



SCF-BOT



UFF-SCF

Date: 12/12/24

Date: 12/2/24