

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.

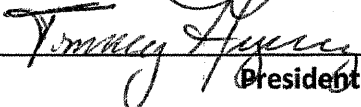
FISCAL IMPACT Yes No

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: 12/12/24



SCF - BOT Chair 12/10/24

EXHIBIT A

RULE

Subject	Retirement Enhancement Plan (REP) Page 1 of 6	Number: 6HX14-2.41
Authority	F.S. 1001.64, 215.425	Date: 6/17/2014
History	Retirement Incentive Program 1992, 1994, 12/96, 9/05 Name Change to Retirement Enhancement Plan – REP, 10/18/06, 6/23/10, <u>6/17/2014</u>	
Source	<u>Human Resources</u>	

I. Purpose: ~~The Board establishes this Termination of Retirement Enhancement Plan (REP).~~

A. The REP was established by the Board to:

- ~~1.A.~~ Enhance retirement benefits to reward employees who have provided lengthy service to State College of Florida (SCF).
- ~~2.B.~~ Encourage retention of employees with significant knowledge and experience at SCF through the normal Social Security retirement age.
- ~~3.C.~~ Manage College costs while continuing to provide an employee benefit.

B. Due to circumstance beyond the control of the SCF, payments for certain benefits made pursuant to the REP must be terminated, effective immediately. This action is required in order to comply with Florida law and a mandate from the State of Florida, Division of Retirement.

II. Definitions:

- A. “Daily Rate of Pay” – an employee’s regular annual or contracted salary (excluding any salary for additional positions, overloads or stipends) for a specific fiscal year divided by the number of annual duty days for the employee’s position.
 - 1. For Teaching Faculty – the annual or contracted salary means the salary for the contracted period, exclusive of any supplemental, interim, substitute, overload, or unique or special contracts for instructional support services above and beyond the faculty member’s usual contracted services to the College.
 - 2. For Executive, Instructional Departmental Administrators, Institutional Administrators/Middle Managers and Professional Support Staff, the annual or contracted salary means the salary for the contracted months (usually twelve) exclusive of any overtime or other salary supplements of any kind or amount.
- B. “Date of Separation” – the last date of regular employment.

- C. “Date of Termination” – ~~Effective Date~~December 31, 2024, after which no further health and life insurance subsidy payments shall be made under the REP.
- D. “Hourly Rate of Pay” – a “career” employee’s hourly wage (excluding any pay for additional positions or stipends) based on the salary schedule in the SCF Operating Budget and the individual’s rate per hour reported in the salary spreadsheets approved annually by the Board of Trustees or approved per SCF Payroll Authorizations.
- ~~E.D.~~ “Regular Employee” – a person filling an SCF position approved by the Board of Trustees. The position may be designated either full-time or part-time. The person Subject Retirement Enhancement Plan (REP) filling the position must be appointed to the position on a regular basis.
- ~~F.E.~~ “Retirement Program Benefits” – those benefits provided under this program.
- ~~G.F.~~ “Terminal Pay Benefits” – those benefits normally provided to employees who resign, retire, or otherwise terminate their employment with the College. Such benefits are defined and enumerated in Board of Trustees Rules, and specifically include payment of a portion of accumulated Sick Leave and Vacation Leave.
- ~~H.G.~~ “Years of Service at SCF” – the total number of years of employment as a regular employee in a regular budgeted position with SCF. A year of service at SCF is one day more than one-half (1/2) the number of days in a contract/fiscal year or equivalent.

III. Program for employees who were hired prior to October 1, 2005: In addition to normal Terminal Pay and Benefits, State College of Florida offers the following incentives to those employees who qualify under the provisions of this program:

- A. Payment for accumulated Sick Leave: two and one-half percent (2 ½%) of accumulated sick leave for every year of SCF creditable service beyond ten (10) years, to a maximum of twenty (20) additional years, at the employee’s final daily or hourly rate of pay, but in no case, shall an employee be paid out more earned sick leave than that which is allowed by Florida statute. ~~No further payments under this paragraph A. shall be made after the last eligible employee hired prior to October 1, 2005 is no longer employed.~~
- B. ~~Payment~~For employees who retire before ~~effective date~~December 31, 2024, payment of a subsidy (the “Subsidy”) of the group health insurance premium, not to exceed the College rate on January 1, 2006 for program coverage provided to the individual employee by the College, for the first five (5) year term after retirement, or until ~~effective date~~December 31, 2024, whichever occurs first. ~~No further payments under this paragraph B. shall be made on or after ~~effective date~~December 31, 2024.~~

~~The Subsidy shall be reviewed during the budget process periodically, and, subject to the maximum rate as of January 1, 2006 as set forth above, may be changed from time to time, based on budget considerations.~~
- C. ~~The insurance premiums will cease at such time retiree accepts employment with an employer that offers health insurance with an employer provided subsidy of at least 75% of the premium for individual coverage.~~
- ~~D. In the event the employee becomes eligible for Medicare during such five (5) year term. Medicare becomes the primary coverage and SCF health insurance becomes the~~

~~secondary coverage. SCF reserves the right to make adjustments to the health insurance package in accordance with Medicare and/or College health plan changes.~~

~~E. Payment For employees who retire before ~~effective date~~December 31, 2024, payment of premiums for the Retiree group life insurance policy, provided through the Florida College System Risk Management Consortium, which includes accidental death and dismemberment (AD&D), for five (5) years, or until ~~effective date~~December 31, 2024, whichever occurs first. No further payments under this paragraph C. shall be made on or after ~~effective date~~December 31, 2024.~~

~~D.F.~~ Retiree exit package to include: Staff Member Parking Decal; SCF ID Card; access to events sponsored by SCF at the same rate as regular SCF employees; scholarship for credit and non-credit class charges (as included for SCF regular employees) for the retiree; and access to attraction and merchandise discount cards offered to regular employees.

IV. Eligibility: To receive benefits under Paragraph III of this program, the employee must meet the following criteria:

- A. Be a regular employee, eligible for all SCF benefits.
- B. Upon the Date of Separation, have completed a minimum of ten (10) Years of Service at SCF, and be at least 62 years old; or have at least 30 years of service with an FRS employer, and 10 years of service at State College of Florida and be at least 55 years old.
- C. Retire no later than the completion of the academic/contract year of the employee's 67th birthday.
- D. Retire under an approved State of Florida retirement system in accordance with the time frames listed below:
 - 1. Teaching faculty shall retire no later than the end of the academic year of the faculty member's 67th birthday, subject to required DROP dates if enrolled in that program.
 - 2. Executives, Instructional Departmental Administrators, Institutional Administrators/Middle Managers, Professional Support Staff and Career Employees, shall retire no later than the end of the contract year of the employee's 67th birthday, subject to required DROP dates if enrolled in that program.

V. Program for employees ~~who were hired on or after October 1, 2005, who retired before ~~effective date~~December 31, 2024:~~ In addition to normal Terminal Pay and Benefits, State College of Florida offers the following incentives to those employees who qualify under the provisions of this program

- A. Payment for accumulated Sick Leave in accordance with standard sick leave payout according to SCF Rule # 6HX14.45 Sick Leave for All Employees.
- B. ~~Payment~~ For employees who retire before ~~effective date~~December 31, 2024, payment of the Subsidy on the group health insurance premium as noted in Section III.B. hereof, for the first three (3) year term after retirement, or until ~~effective date~~December 31,

2024, whichever occurs first. No further payments under this paragraph B. shall be made on or after ~~effective date~~December 31, 2024.

~~C. The insurance premiums will cease at such time retiree accepts employment with an employer that offers health insurance with an employer provided subsidy of at least 75% of the premium for individual coverage.~~

~~D. In the event the employee becomes eligible for Medicare during such three (3) year term, Medicare becomes the primary coverage and SCF health insurance becomes the secondary coverage. SCF reserves the right to make adjustments to the health insurance package in accordance with Medicare and/or College health plan changes.~~

~~E. Payment For employees who retire before ~~effective date~~December 31, 2024, payment of premiums for the Retiree group life insurance policy, provided through the Florida College System Risk Management Consortium, which includes accidental death and dismemberment (AD&D), for three (3) years, or until ~~effective date~~December 31, 2024, whichever occurs first. No further payments under this paragraph C. shall be made on or after ~~effective date~~December 31, 2024.~~

D.F. Retiree exit package to include: Staff Member Parking Decal; SCF ID Card; access to events sponsored by SCF at the same rate as regular SCF employees; scholarship for credit and non-credit class charges (as included for SCF regular employees) for the retiree; and access to attraction and merchandise discount cards offered to regular employees.

VI. Eligibility: To receive benefits under Paragraph V. of this program, the employee must meet the following criteria:

A. Be a regular employee, eligible for all SCF benefits.

B. Upon the Date of Separation have completed a minimum of fifteen (15) Years of Service at SCF, and be at least 62 years old; or have at least 30 years of service with an FRS employer, and fifteen (15) years of service at State College of Florida and be at least 55 years old, and

C. Retire no later than the completion of the academic/contract year of the employee's 67th birthday, or ~~effective date~~December 31, 2024, whichever occurs first.

D. Retire before ~~effective date~~December 31, 2024 under an approved State of Florida retirement system in accordance with the time frames listed below:

1. Teaching faculty shall retire no later than the end of the academic year of the faculty member's 67th birthday, subject to required DROP dates if enrolled in that program.

2. Executives, Instructional Departmental Administrators, Institutional Administrators/Middle Managers, Professional Support Staff and Career Employees, shall retire no later than the end of the contract year of the employee's 67th birthday, subject to required DROP dates if enrolled in that program.

VII. Other Provisions:

A. Except as otherwise provided herein, employees eligible to participate in this program shall be required to give written notice of the intent to retire no later than three (3)

months prior to the date upon which separation for retirement hereunder shall be effective. President may waive the three (3) month notice for exceptional circumstances.

- B. Each Employee has only one opportunity to retire and receive benefits under this program. If the employee fails to give notice or does not officially retire within the appropriate time frames, he/she shall not be eligible to participate in this program and will forfeit future opportunity to participate.
- C. The College reserves the right to amend this program at any time, subject to the approval of the Board of Trustees. Any termination of the program must specifically address whether all benefit payments under the program will immediately cease or whether the termination will permit existing benefits that are already in pay status to be continued but prohibit any new payments to employees who have not started drawing benefits prior to the program termination date.
- D. Employees hired on or after October 1, 2005, who retire on or after [effective date]December 31, 2024 shall be ineligible to receive benefits under this program.
- ~~D. All employees currently eligible for the State College of Florida Retirement Plan, may elect to retire under the provisions of that plan on or before June 30, 2006. Those employees who do not so elect shall be entitled to the provisions of the new State College of Florida Retirement Enhancement Plan.~~

VIII. Procedure for Applying:

- A. Except as otherwise provided herein, ~~the~~ an eligible employee must submit an application for retirement through the Office of Human Resources at least three (3) months prior to the effective date.
- B. Prior to Date of Separation, the employee must provide the Executive Director, Human Resources with a statement from an approved State of Florida retirement system reflecting the final calculation of years of creditable service as defined by such retirement system.

IX. Payments:

- A. Employees will receive normal Terminal Pay Benefits for unused Vacation and Sick Leave in accordance with Board Rules to the SCF BENCOR Special Pay Plan, if eligible.
- B. Payment for accrued Sick Leave under Paragraph III and V.A. hereof, will be paid to the SCF BENCOR Special Pay Plan, if eligible, upon presentation by the employee to the Executive Director, Human Resources, or designee, of proof that he/she has retired under an approved State of Florida Retirement System, or CCORP/SMORP.
- C. Payments for the group health and life insurance premiums under Paragraph III.B. and V. B. and E., hereof will be made directly to the insuring agency until permanently discontinued, effective [effective date]December 31, 2024.~~and will begin effective upon the Date of Separation. However, in the event the retired employee does not present proof of retirement payment of such premiums will cease and the retired employee will repay SCF for the prior paid premiums.~~

- D. Payment of premiums for group health and life and AD&D insurance program coverage's will be permanently discontinued, effective ~~effective date~~ December 31, 2024. ~~cease upon the death of the retired employee.~~
- E. ~~If the retiree does not provide an affidavit annually during open enrollment, stating that s/he is not employed with an employer who provides premium payments equivalent to 75% of an individual health plan, the retiree will be dropped from the SCF health plan as of January 1, of the succeeding year.~~
- F. In accordance with Florida Law, the amounts payable to an employee under the REP as health insurance subsidy and life insurance premiums when combined with all other amounts actually or constructively paid to the employee as salary, benefits or perquisites for employment services not yet rendered, will not exceed an amount equal to 20 weeks of pay. To the extent that the combined amounts exceed 20 weeks of pay, the amounts payable for health insurance subsidy and life insurance premiums will be reduced or terminated as necessary for the combined payments to fall within the limit.
- ~~F.G.~~ Retiree may elect to continue on the SCF health plan after SCF no longer provides the health insurance subsidy, providing payment is made within ~~no later than~~ one (1) month of the termination ~~prior to the expiration~~ of SCF payments.
- ~~H.~~ ~~If the full premium is greater than the SCF subsidy, the retiree must provide the difference, in accordance with College policy.~~
- ~~G.I.~~ In the event of death of the retired employee, any unpaid portion of the payments due under IX A. and IX B. above will be made to the beneficiary designated under the State of Florida retirement system under which the employee retired.

X. Restrictions:

Employees not choosing to take advantage of this Retirement Program will receive Terminal Pay Benefits upon retirement in accordance with applicable SCF Board rules.