AGENDA

THE UNIVERSITY OF WEST FLORIDA
SPECIAL BOARD OF TRUSTEES CONFERENCE CALL MEETING

June 11, 2018
2:00 p.m. CDT
UWF Crosby Hall Upstairs Conference Room
Building 10, Room 224
11000 University Parkway, Pensacola, Florida 32514

I. Call to Order/Roll Call ................................. Mort O’Sullivan, Chair

II. Chair’s Greeting ........................................ Mort O’Sullivan

III. Public Comment

IV. Action Item

1. Approval of UWF-PBA Collective Bargaining Agreement Memorandum of Understanding

2. Approval of UWF-AFSCME Collective Bargaining Agreement Memorandum of Understanding

3. Approval of UWF-UFF Collective Bargaining Agreement 2017-2020 Amendments to Articles 25 & 26

V. Other Business

Adjournment
Issue: UWF-PBA Collective Bargaining Agreement Memorandum of Understanding

Proposed Action: Approve

Background Information:

The Memorandum of Understanding between the University of West Florida and Florida Police Benevolent Association, Inc. (PBA) states that the parties agree to a one-time, non-recurring wage action in the amount of 5% of the base salary, not to exceed a maximum of $4,000 or fall below a minimum of $1,500, subject to applicable deductions.

Fiscal Implications: The total estimated costs of the non-recurring wage action is approximately $22,070

Supporting documents: Memorandum of Understanding

Prepared by: Jamie Sprague, Associate Vice President for Human Resources
jsprague@uwf.edu, 474-2516

Pamela Langham, General Counsel
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Presented by: Jamie Sprague
Associate Vice President for Human Resources
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MEMORANDUM OF UNDERSTANDING
Between The University of West Florida and
Florida Police Benevolent Association, Inc.
Certification No. 1443
Law Enforcement Unit

WHEREAS, the Board of Trustees of the University of West Florida ("UWF"),
through its authorized representatives, have met with the representatives of the
Florida Police Benevolent Association, Inc. ("PBA") to bargain collectively and have
negotiated a University funded non-recurring wage action for University of West
Florida employees represented by the PBA;

WHEREAS, the parties mutually agree that by entering into this
Memorandum of Understanding, the members of the bargaining unit will be able to
realize a non-recurring wage action without delay.

NOW THEREFORE, the Parties agree to the following:

1. For the 2017-2018 fiscal year, all eligible in-unit employees will receive a
   one-time non-recurring wage action in the amount of 5% of the employee’s
   base salary as of June 1, 2018, subject to the monetary limitations in numerical
   paragraphs (2), (3), (4), and (5), if and only if:
   a. The employee must have been employed at the University in an
      eligible position on or before August 8, 2017, and the employee must be
      continuously employed in an eligible position through June 11, 2018,
      and;
   b. The employee must have achieved at least a "Satisfactory" rating
on his or her most recent performance evaluation and not received a
notice of non-reappointment, termination, or separation with advance
notice prior to the effective date of the bonus.

2. The minimum non-recurring wage action that an employee will receive is
$1,500.00.

3. The maximum non-recurring wage action that an employee will receive is
$4,000.00.

4. The amount of the non-recurring wage action will be less Social Security/Medicare Tax
of 7.65% and Income Tax Withholding of 22%.

5. Eligible in-unit employees will receive this non-recurring wage action on pay check
dated June 15, 2018/.

For the Florida Police Benevolent Association, Inc.:

Christina Oram, UWF PBA Representative 5/8/18
Date

Alan Miller, PBA Representative 5/8/18
Date

For the University of West Florida:

Jamie C Sprague, Chief Negotiator 5-31-18
Date
Associate Vice President, Human Resources

Erica Reed, Assistant General Counsel 5-31-18
Date

Dr. Martha Saunders, President
UWF Board of Trustees  
Special Conference Call Meeting  
June 11, 2018

Issue: UWF-AFSCME Collective Bargaining Agreement Memorandum of Understanding

Proposed Action: Approve

Background Information:

The Memorandum of Understanding between the University of West Florida and American Federation of State, County and Municipal Employees (AFSCME) states that the parties agree to a one-time, non-recurring wage action in the amount of 5% of the base salary, not to exceed a maximum of $4,000 or fall below a minimum of $1,500, subject to applicable deductions.

Fiscal Implications: The total estimated costs of the non-recurring wage action is approximately $114,158

Supporting documents: Memorandum of Understanding

Prepared by: Jamie Sprague, Associate Vice President for Human Resources  
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Pamela Langham, General Counsel  
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Presented by: Jamie Sprague  
Associate Vice President for Human Resources  
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MEMORANDUM OF UNDERSTANDING
Between The University of West Florida and
American Federation of State, County, and Municipal Employees
Local 2201
Council 79 Affiliate

WHEREAS, the Board of Trustees of the University of West Florida ("UWF"), through its authorized representatives, have met with the representatives of the American Federation of State, County, and Municipal Employees ("AFSCME") to bargain collectively and have negotiated a University funded non-recurring wage action for University of West Florida employees represented by the AFSCME;

WHEREAS, the parties mutually agree that by entering into this Memorandum of Understanding, the members of the bargaining unit will be able to realize a non-recurring wage action without delay.

NOW THEREFORE, the Parties agree to the following:

1. For the 2017-2018 fiscal year, all eligible in-unit employees will receive a one-time non-recurring wage action in the amount of 5% of the employee's base salary as of June 1, 2018, subject to the monetary limitations in numerical paragraphs (2), (3), (4), and (5), if and only if:
   a. The employee must have been employed at the University in an eligible position on or before August 8, 2017, and the employee must be continuously employed in an eligible position through June 11, 2018, and;
   b. The employee must have achieved at least a "Satisfactory" rating
on his or her most recent performance evaluation and not received a notice of non-reappointment, termination, or separation with advance notice prior to the effective date of the bonus.

2. The minimum non-recurring wage action that an employee will receive is $1,500.00.

3. The maximum non-recurring wage action that an employee will receive is $4,000.00.

4. The amount of the non-recurring wage action will be less Social Security/Medicare Tax of 7.65% and Income Tax Withholding of 22%.

5. Eligible in-unit employees will receive this non-recurring wage action on pay check dated June 15, 2018.

For the American Federation of State, County, and Municipal Employees:

Billy Lee, UWF AFSCME Representative

Thomas Cross, AFSCME Representative

Date

Date

For the University of West Florida:

Jamie C Sprague, Chief Negotiator
Associate Vice President, Human Resources

Erica Reed, Assistant General Counsel

Dr. Martha Saunders, President

Date

Date

Date
UWF Board of Trustees
Special Conference Call Meeting
June 11, 2018

Issue: UWF-UFF Collective Bargaining Agreement 2017-2020
Amendments to Articles 25 & 26

Proposed Action: Approve

Background Information:

- Article 25 was amended to omit the terms “or tendered a resignation” in the cost of living base wage provisions as a condition of eligibility.
- Article 25 was amended to add a one time, non-recurring wage action in the amount of 5% of the base salary, not to exceed a maximum of $4,000 or fall below a minimum of $1,500, subject to applicable deductions.
- Article 26 was amended to raise the age of eligibility for the Phased Retirement Program from 63 to 65 years of age.
- Article 26 was amended to omit previous unique eligibility requirements for re-employment and replacing the omitted language with a requirement that re-employment must be in accordance with the provisions of State law.

Fiscal Implications: The total estimated costs of the non-recurring wage action is approximately $1.1 million.

The total estimated costs of the 2019-2020 cost of living increase is $490,000.

Supporting documents: Amendments to Articles 25 & 26
Current UWF-UFF Collective Bargaining Agreement

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Presented by: Jamie Sprague
Associate Vice President for Human Resources
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ARTICLE 25
SALARIES

[All other article language is proposed "Status Quo." ]

25.1 Faculty Pay Plan Legislative Increases or Non-Recurring Wage Increases. Eligible
in-unit faculty members will receive any salary increases or non-recurring wage increases
appropriated for that purpose by the Florida Legislature in accordance with the guidelines set
by the Legislature.

25.2 One-Time, Non-Recurring Wage Action 2017-20189

(a) Effective the second pay period after ratification, the university will provide a one-time,
non-recurring wage-action to eligible in-unit employees.

(b) The non-recurring wage action to in-unit faculty will be equal to five percent (5%) of the
base salary of the employee, not to exceed a maximum of four thousand dollars ($4,000) or
fall below a minimum of one thousand five hundred dollars ($1,500), subject to deductions
for social security/Medicare and tax.

(c) In order to be eligible for the 2017-20189 non-recurring wage action/bonus:
1. Employees must have been employed on or before July 1, 1978 and
continuously employed through the pay date of the wage action.
2. Have achieved a good or above rating in their most recent Dean’s overall
evaluation and have not been issued a notice of non-reappointment, termination
or separation prior to the effective date of this wage increase.

(d) For the purposes of determining base salary, TIP awards will be included in the calculation,
but administrative supplements will not be included in the calculation.

25.3 Salary Increase for 2017-201820

(a) Effective the first pay period after March 1, 201820, the university will provide a cost-of-
living base wage increase based on the most recently completed calendar year average
percent change Consumer Price Index (CPI-U avg. to avg.) amount.

(b) In order to be eligible for the (avg. to avg.) 2017-201820 salary increase:
1. Employees must have been in continuous pay status since July 1, 2017-19,
and
2. Have not been issued a notice of non-reappointment or termination or tendered
a resignation prior to the effective date of this wage increase.

(c) The cost-of-living adjustment increase will be reduced by the amount of any base salary
increase provided by the Florida Legislature for the same year. If the state provides a
percentage increase to the base wage that is higher than the applicable consumer price
index amount, the employee shall receive the full amount of the increase provided by the
state.

(d) For the purpose of determining base salary, TIP awards will be included in the calculation,
but administrative or temporary supplements will not be included in the calculation.

(e) This wage increase shall not be greater than two percent (2%) or less than one percent (1%)
of base salary.

25.4 Salary Increase for 2018-2019
(a) Effective the first pay period after March 1, 2019, the University will provide a cost-of-
living base wage increase based on the most recently completed calendar year average
percent change Consumer Price Index (CPI-U avg. to avg.) amount.
(b) In order to be eligible for the (avg. to avg.) 2018-2019 salary increase:
   1. Employees must have been in continuous pay status since July 1, 2018, and
   2. Have not been issued a notice of non-reappointment or termination or tendered
      a resignation prior to the effective date of this wage increase.
(c) The cost-of-living adjustment increase will be reduced by the amount of any base salary
increase provided by the Florida Legislature for the same year. If the state provides a
percentage increase to the base wage that is higher than the applicable consumer price
index amount, the employee shall receive the full amount of the increase provided by the
state.
(d) For the purpose of determining base salary, TIP awards will be included in the calculation,
but administrative or temporary supplements will not be included in the calculation.
(e) This wage increase shall not be greater than two percent (2%) or less than one percent (1%)
of base salary.

25.5 One-Time Promotion Recapture Salary Adjustment.
(a) The university will provide, effective August 8, 2017, a two percent (2%) salary increase
in eligible in-unit Associate and Full Professors, Associate and University Librarians,
Associate and Full Research Scholars/Scientist/Engineers, and Research Associates who
previously received as Associate Professor, Associate University Librarian, Associate
Research Scholar/Scientist/Engineer, or Research Associate promotion increase at UWF
equal to or less than nine percent (9%).
(b) The university will provide, effective August 8, 2018, a one percent (1%) salary increase
to eligible in-unit Associate and Full Professors, Associate and University Librarians,
Associate and Full Research Scholars/Scientists/Engineers, and Research Associates who
previously received an Associate Professor, Associate University Librarian, Associate
Research Scholars/Scientist/Engineer, or Research Associate promotion increase at UWF
equal to or less than nine percent (9%).
(c) In order to be eligible for the One-Time Promotion Recapture Salary Adjustment:
   1. Employees must have been in continuous pay status since July 1, 2016, and
   2. Have not been issued a notice of non-reappointment or termination or
tendered a resignation prior to the effective date of this wage increase.
(d) Employees who received a promotion increase to Associate Professor, Associate
University Librarian, Associate Research Scholar/Scientist/Engineer, or Research Associate
for 2016-17 and/or 2017-18 will not be eligible for the One-Time Promotion Salary

\[\text{Michael J. Scott}\]
Chief Negotiator - UWF BOT

\[\text{May 31, 2018}\]
Date

\[\text{Chief Negotiator - UWF UWF}\]

\[\text{May 31, 2018}\]
Date
Adjustment.

(e) Eligible employees shall receive a maximum overall increase of 3% under this section.
(f) For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative or temporary supplements will not be included in the calculation.
ARTICLE 25
SALARIES

25.2 One Time, Non-Recurring Wage Action 2017-2018-2019

(a) Effective the second pay period after ratification prior to June 30, 2018, the university will provide a one-time, non-recurring wage-action to eligible in-unit employees.

(b) The non-recurring wage action to in-unit faculty will be equal to five percent (5%) of the base salary of the employee as of June 1, 2018, not to exceed a maximum of four thousand dollars ($4,000) or fall below a minimum of one thousand five hundred dollars ($1,500), subject to deductions for social security/Medicare and tax.

(c) In order to be eligible for the 2017-2018-2019 non-recurring wage action/bonus:

1. Employees must have been employed on or before July 1, 2017/August 8, 2017 and continuously employed through the pay date of the wage action.

2. Have achieved a good or above rating in their most recent Dean’s overall evaluation and have not been issued a notice of non-reappointment, termination or separation prior to the effective date of this wage increase/bonus.

(d) For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative supplements will not be included in the calculation.

Jonathan Fink, UFF-UWF Chief Negotiator

May 31, 2018

Michael Mattimore, UWF Chief Negotiator

May 31, 2018
ARTICLE 26
BENEFITS

26.1 Phased Retirement Program (PRP).
(a) Eligibility and Program Provisions
(1) Faculty who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS or TRS) or Optional Retirement Program (ORP), except those faculty referenced in 26.6(b), are eligible to participate in the Phased Retirement Program. Such eligibility will expire on the faculty member's 63rd 65th birthday. Faculty members who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Faculty members who choose to participate must retire with an effective date not later than 180 days, nor less than 90 days, after they submit such written notice, except that when the end of the 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or Summer, as appropriate).
(2) All participants must retire and thereby relinquish all rights to tenure/permanent status as described in Article 16 (Tenure), except as stated otherwise in this Article. Participants' retirement benefits will be determined as provided under Florida Statutes and the rules of the Division of Retirement.
(3) Payment for Unused Leave. Participants will, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.
(4) Re-employment.
a. Re-employment for faculty participating in the Phased Retirement Program will be in accordance with the provisions of State law. Prior to re-employment, participants in the Phased Retirement Program must remain off the State payroll for one (1) calendar month following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must comply with the re-employment limitations that apply to the second (2nd) through twelfth (12th) month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.

Michael Statham
Chief Negotiator – UWF BOT

May 31, 2018

Chief Negotiator – UFF UWF

May 31, 2018