

ARTICLE 32

AMENDMENT AND DURATION

32.1 Effective Date.

(a) The Agreement will become effective on the date that it is ratified by both the Board and the UFF and will remain in effect through June 30, 2020.

(b) Renegotiations for the July 1, 2018 through June 30, 2019 agreement term will begin no later than March 1, 2018. Article 25 (Salaries) and Article 26 (Benefits) will be reopened. Each party may propose two (2) additional articles for negotiation.

(c) Renegotiations for the July 1, 2019 through June 30, 2020 agreement term will begin no later than March 1, 2019. Article 25 (Salaries) and Article 26 (Benefits) will be reopened. Each party may propose two (2) additional articles for negotiation.

(d) Negotiations for a successor agreement will begin no later than October 1, 2019.

(e) The parties may by mutual agreement include other terms and conditions of employment in their renegotiations.

32.2 Amendments. In the event the Board and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment will be put in writing and become part of this Agreement upon ratification by both parties.



ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION

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Telephone 850-561-3503 • Facsimile 850-561-0332

July 23, 2019

VIA UNITED STATES
and ELECTRONIC MAIL
(plangham@uwf.edu)

Dr. George Ellenberg
Provost

Pamela Langham
General Counsel
University of West Florida
11000 University Pkwy
Pensacola, FL 32514-5732
United States

Re: Collective Bargaining - United Faculty of Florida Bargaining Unit

Dear Dr. Ellenberg and Ms. Langham:

The bargaining team representing the University of West Florida is pleased to advise that the reopen negotiations between the University of West Florida Board of Trustees and the United Faculty of Florida at the University of West Florida have concluded. Enclosed is the executed language for Article 25 Salaries, Memorandum on Article 3, Memorandum on tuition scholarships and Memorandum on the 2023 – 2024 promotion process for clinical faculty. The United Faculty of Florida is conducting a ratification vote to be followed by a ratification vote by the Board of Trustees.

Please feel free to call with any questions.

Sincerely,


Michael Mattimore

c.c. Dr. Kim LeDuff
Ms. Jamie Sprague
Mr. Daniel Lucas

Miami • Orlando • Tallahassee • Tampa

MEMORANDUM OF UNDERSTANDING

Comes Now the University of West Florida (UWF-BOT) and the United Faculty of Florida Chapter at the University of West Florida (UWF-UFF) and agrees to the following:

1. The Collective Bargaining Agreement at Article 3 limits the consecutive use of released time for a faculty member to any semester in each of a four-year period.
2. The UWF-UFF and UWF-BOT agree that the four year cap at Section 3.4 of the collective bargaining agreement will not be enforced during academic year 2019-2020.

Michael Mattione
Chief Negotiator - UWF BOT

July 11, 2019
Date

Anthony Davis
Chief Negotiator - UFF UWF

July 15, 2019
Date

**ARTICLE 25
SALARIES**

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 ~~2017-2018~~ 2019-2020

- (a) Effective ~~prior to November 1, 2019 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)~~ \$500 dollars (\$500), subject to deductions for social security/Medicare and tax.
- (c) In order to be eligible for the ~~2017-2018~~ 2019-2020 non-recurring wage action/bonus:
 - 1. Employees must have been employed on or before ~~July 1, 2017~~ August 8, 2018 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 2017-2018~~

- ~~(a) Effective the first pay period after March 1, 2018, 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.) 2017-2018 salary increase:
 - 1. Employees must have been in continuous pay status since July 1, 2017, 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.~~

New 25.3 Salary Increase for 2019-2020

- (a) Effective the first pay period after ~~March 1, 2019~~ March 1, 2020, 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. In order to be eligible for the (avg. to avg.) ~~2018-2019~~ 2019-2020 salary increase,

Michael Mattione July 11, 2019
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put in Aug 15, 2019

employees must have been in continuous pay status since ~~July 1, 2018~~ July 1, 2019 and have not been issued a notice of non-reappointment or termination prior to the effective date of this wage increase.

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

~~Have not been issued a notice of non-reappointment or termination or tendered a resignation prior to the effective date of this wage increase.~~

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

25.4 One-time Base Salary Adjustment

On the first pay period of September, 2019, the University will make a one-time base salary adjustment, as follows:

- (a) The base salary of an Associate Professor shall be adjusted if it is less than the average salary ("the average") of the two most recently hired Assistant Professors within the same department/unit. The adjustment will equalize an Associate Professor's salary to the average.
- (b) The base salary of a Full Professor shall be adjusted if it is less than the average salary of the two most recently hired Assistant Professors within the same department/unit or the average salary of the two most recently hired or promoted Associate Professors within the same department/unit. The adjustment will equalize a Full Professor's salary to whichever average is higher.
- (c) The base salary of an Associate Librarian shall be adjusted if it is less than the average salary of the two most recently hired or promoted Assistant Librarians. The adjustment will equalize an Associate Librarian's salary to the average.
- (d) The base salary of a University Librarian shall be adjusted if it is less than the average salary of the two most recently hired or promoted Assistant Librarians or the average salary of the two most recently hired or promoted Associate Librarians. The adjustment will equalize a University Librarian's salary to whichever average is higher.
- (e) The base salary of an Instructor or Lecturer with six (6) years of experience in their current position at UWF shall be adjusted if it is less than the average salary of the two most recently hired instructors or lecturers within the same department/unit. The adjustment will equalize an Instructor or Lecturer's salary to the average.

Michael Zlatos
July 11, 2019

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July 15, 2019

- (f) The base salary of a Research Associate with six (6) years of experience in their current position at UWF shall be adjusted if it is less than the average salary of the two most recently hired research associates within the same department/unit. The adjustment will equalize a Research Associate's salary to the average.
- (g) The employee's base salary as of May 7, 2019, will be used in the calculation of the salary inversion adjustment. For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative supplements and salary increases resulting from a faculty member being named Distinguished University Professor will not be included in the calculation. Salary increases from Sustained Performance Evaluations will not be included in the calculation. This represents a one-time wage adjustment and creates no obligation for the University to make future adjustments.
- (h) No salary adjustment pursuant to section 25.4 will be implemented if the adjustment is two hundred and fifty dollars (\$250.00) or less.
- (i) No salary adjustment pursuant to section 25.4 will be made in excess of the amount of six thousand dollars (\$6,000.00).
- (j) For the purposes of calculating the average salary, the two most recently hired refers to those faculty hired from August 8, 2014 to August 8, 2018, excluding those hired in a visiting status.
- (k) Where departments have one recently hired or promoted faculty member whose salary would trigger an inversion increase for other faculty in the department, but the department does not have two recently hired or promoted faculty members from which to calculate an average baseline salary, the salary of the one recently hired or promoted faculty member will constitute the baseline "average salary" and be used to calculate inversion increases for eligible faculty in the department/unit.
- (l) No salary adjustment pursuant to this section will be implemented if the employee has been issued a notice of non-reappointment, termination or tendered a resignation prior to the effective date of this wage increase.

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~~

Michael Zlattonov
July 11, 2019

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- ~~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 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.~~

25.5 Promotion Increases

Promotion increases will be granted to faculty pursuant to Article 15 (Promotion Procedure).

Promotion increases will be granted in an amount equal to nine percent (9%) of the faculty member's previous year's base salary rate in recognition of promotion to, Assistant University Librarian, or Associate in _____

Promotion increases will be granted in an amount equal to thirteen percent (13%) of the faculty member's previous academic year's base salary rate in recognition of promotion to Associate Professor, Associate University Librarian, Associate Research, Scholar/Scientist/Engineer.

Promotion increases will be granted in an amount equal to thirteen percent (13%) of the faculty member's previous academic year's base salary rate in recognition of promotion to Professor, University Librarian, Research Scholar/Scientist/Engineer.

25.6 Contract and Grant Funded Increases or Non-Recurring Wage Increases

- (a) Faculty on contracts or grants will receive salary increases or non-recurring wage increases equivalent to similar faculty on regular funding, provided that such salary increases or non-recurring wage increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. In the event such salary increases or non-recurring wage increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the President or representative will seek to have the contract or grant modified to permit such increases or non-recurring wage increases.
- (b) Nothing contained herein will prevent the faculty members whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement.

25.7 Administration Discretionary Increases

The University retains the authority to provide salary increases, adjustments, or non-recurring wage increases beyond the increases specified above, for market equity considerations, including verified counteroffers and compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations. In the event the University develops procedures for distributing increases under this section, a copy will be provided to the UFF. The UFF will have an opportunity to discuss the procedures in consultation with the President or representative, pursuant to Article 2 (Consultation), prior to their implantation. At the end of the academic year, the UFF will be provided with a report of all salary increases granted under this

Michael Zelattin
July 11, 2019

Jeffrey J. ...
Aug 15, 2019

section during the academic year.

25.8 Salary Rate Calculation and Payment

The biweekly salary rate of faculty serving on twelve (12) month (calendar year) appointments will be calculated by dividing their calendar year salary rate by 26.1 pay periods.

25.9 Grievability

The only issues to be addressed in a grievance filed pursuant to Article 22 (Grievance Procedure and Arbitration) alleging violation of this Article are whether there is unlawful discrimination under Article 6 (Nondiscrimination), or whether there is an arbitrary and capricious application of the provisions of one (1) or more sections of this Article.

25.10 Type of Payment for Assigned Duties

- (a) Duties and responsibilities assigned by the University to a faculty member which do not exceed the available established FTE for the position shall be compensated through the payment of salary, not OPS. (b) Duties and responsibilities assigned by the University to a faculty member which are in addition to the available established FTE for the position will be compensated through Other Personal Services (OPS), not salary.

Michael Mattione
July 11, 2019

July 15, 2019

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES
AND
THE UNITED FACULTY OF FLORIDA - FACULTY UNIT
Pilot Tuition Scholarship Program for Dependents

WHEREAS, the University of West Florida Board of Trustees (hereinafter "Board") and the United Faculty of Florida for the Faculty Unit (hereinafter "UFF") seek to continue to improve faculty retention and recruitment; and

WHEREAS, the Board and the UFF recognize that offering an expanded tuition program to the dependents of qualifying faculty members is one element that can contribute to achieving these goals; and

WHEREAS, the Board and the UFF wish to provide a pilot program of the Tuition Scholarship Program for Dependents to continue to assess its long-term feasibility.

NOW, THEREFORE, the Board and the UFF understand and agree to the following:

1. A pilot program, for the 2019-2020 and 2020-2021 academic years, to offer undergraduate tuition scholarship benefits to dependent children of faculty members.
 - a. As a part of the tuition scholarship program for dependents, the University will choose at random from a pool of eligible applicants, dependent children of qualifying University faculty to participate in the program during the 2019-2020 and 2020-2021 academic years and will provide up to \$35,000 in total tuition scholarship benefits per academic year for the program. Eligible students must submit the scholarship application by August 27, 2019 for participation in the program for the 2019-2020 academic year. The application date for the 2020-2021 academic year will be determined at a future date. Additional tuition scholarship benefits will not be distributed in excess of the specified limit for each academic year, regardless of a dependent child's eligibility.
 - b. Faculty members who have completed one year of continuous service by August 7, 2019 and who are full-time faculty members, including faculty members on sabbaticals or on professional development or grants-in-aid leave, are qualifying faculty members whose dependent is eligible for the Tuition Scholarship Program for Dependents that will provide a scholarship to cover the costs of tuition for up to three (3) credit hours of undergraduate instruction per term (Fall and Spring), in addition to the existing tuition benefit at Article 26 of the collective bargaining agreement.
 - c. For purposes of this program, a "dependent" is any natural, adopted, or stepchild of the faculty member, or any other child for whom the faculty member is a legal guardian, under the age of twenty-five (25) as of the first day of classes for the semester. Also considered a dependent for purposes of this program are children over age 25 who are natural, adopted, or step children or any other child for whom the faculty member is a legal guardian as long as the faculty member's federal tax return indicates the child is a dependent or as long as the faculty member pays 50% of that child's support, as defined by the Internal Revenue Code. Special circumstances that suggest consideration of a case not fitting the above definition of "dependent" should be presented to the Director of Human Resources. Documentation to verify dependent classification may be required.

Michael Wattenore
July 11, 2019

Jeffrey J. [unclear]
July 15, 2019

- d. For each dependent child selected, the University will pay \$315.21 per semester (the cost of three undergraduate credit hours) towards the cost of tuition for Fall and Spring of the 2019-2020 and 2020-2021 academic years. For students already offered a financial aid package for 2019-2020, receipt of this scholarship may result in a reduction or update to existing aid package.
 - e. A dependent child must meet the admission standards, must be admitted and must be degree seeking in order to qualify for the tuition scholarship.
 - f. Continuation of the tuition scholarship is contingent upon remaining in good academic standing as defined by the University registrar and maintaining a 2.0 cumulative institutional GPA. Students on warning, probation, dismissal or reinstated from dismissal while eligible to enroll may not be eligible for the scholarship until they re-establish good academic standing as defined by the University registrar.
 - g. A dependent child loses their eligibility if a Student Code of Conduct violation results in their expulsion, suspension, expulsion from residence halls, or involuntary withdrawal.
 - h. An undergraduate dependent must take at least 15 credit hours per term, including the scholarship program hours to be eligible for participation in the program. In the event the 15-hour requirement is unreasonable or unnecessary, the scholarship recipient can petition the academic dean or equivalent in their college/school for an "underload," and if approved, the scholarship will remain available to the recipient. In no circumstances will the scholarship be provided if the student is enrolled in less than 12 hours per term.
2. At the conclusion of the pilot program, the Board and the UFF will evaluate the Tuition Scholarship Program for Dependents pilot to assess its sustainability. Both the Board and the UFF must agree to continue the program past the pilot, and without agreement of both parties, the Tuition Scholarship Program for Dependents will automatically sunset.

For the Board:

Michael Zattmann

July 11, 2019
Date

For the UFF:

[Signature]

July 15, 2019
Date

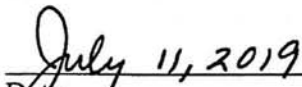
MEMORANDUM OF UNDERSTANDING

Comes Now the University of West Florida (UWF-BOT) and the United Faculty of Florida Chapter at the University of West Florida (UWF-UFF) and agrees to the following:

1. The UWF-BOT will establish the positions of Associate Clinical Professor and Clinical Professor and petition the Florida Public Employees Relations Commission to clarify the existing faculty bargaining unit to include these newly created positions. No faculty member may apply for promotion to the rank of Associate Clinical Professor or Clinical Professor prior to the 2023-2024 academic year.




Chief Negotiator – UWF BOT



Date



Chief Negotiator – UFF UWF



Date