



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees approve the Memorandum of Agreement (MOA) regarding modifying the 2023 – 2025 Board of Trustees of Broward College and the United Faculty of Florida – Broward College Collective Bargaining Agreement (“CBA”) Article 6.00 Benefits. Fiscal Impact: None.

Presenter(s): Sophia Galvin, Vice President, Talent and Culture

What is the purpose of this contract and why is it needed? The MOA is required to modify the current UFF Collective Bargaining Agreement specifically for Article 6. Benefits because of the change to the State Group Insurance Program (SGIP).

What procurement process or bid waiver was used and why? N/A

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
N/A

What fund, cost center and line item(s) were used? N/A

Has Broward College used this vendor before for these products or services? N/A

Was the product or service acceptable in the past? N/A

Was there a return on investment anticipated when entering this contract? N/A

Was that return on investment not met, met, or exceeded and how? N/A

Does this directly or indirectly feed one of the Social Enterprise tactics and how? N/A

Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office? N/A

FISCAL IMPACT:

Description: None

Memorandum of Agreement (MOA)

**Regarding modifying the 2023 – 2025 Board of Trustees of Broward College and the United Faculty of Florida – Broward College Collective Bargaining Agreement (“CBA”) Article 6.00 Benefits
between**

THE BOARD OF TRUSTEES OF BROWARD COLLEGE

and

THE UNITED FACULTY OF FLORIDA – BROWARD COLLEGE

The Board of Trustees of Broward College (hereinafter referred to as “BC”) and the United Faculty of Florida – Broward College (hereinafter referred to as “UFF-BC”) and collectively, the (“Parties”) have entered into the following Memorandum of Agreement (“MOA”) on this ____ day of December, 2024 (the “Effective Date”).

WHEREAS, the parties agree to modify the United Faculty of Florida 2023 – 2025 Collective Bargaining Agreement (“CBA”) Article 6.00 Benefits;

WHEREAS, the parties mutually agree that the modifications to Article 6.00 Benefits, will be effective upon ratification by the UFF-BC bargaining unit members and BC;

NOW THEREFORE, the parties agree to revise Article 6 with the following terms as outlined below (~~strikethrough~~ and underline format):

NOW AND THEREFORE, BC and UFF-BC agree as follows:

ARTICLE 6

6.00 BENEFITS

6.10 Health Insurance

The State of Florida administers health insurance programs for state employees, including Broward College faculty. The College shall provide faculty with insurance programs under the provisions of the State Group Insurance Program.

In the event the College decides to withdraw from the State Group Insurance Program the parties agree to reopen this article to negotiate over the College's withdrawal from the Program and the creation of a replacement insurance program

The State Group Insurance Program Benefits Guide may be found at: www.mybenefits.myflorida.com. It replaces Appendix H, Summary of Benefits for Health Plans.

6.11 Group Life Insurance

Group Life Insurance will be offered based on the provisions of the State Group Insurance Program.

The college shall provide approved additional supplemental group life insurance at no cost to the faculty to bridge the gap between the \$25,000.00 offered by the State Group Insurance Program (SGIP) and the 1x annual salary coverage currently provided by the college.

6.12 Disability

The College shall provide Long-Term Disability (LTD) insurance for bargaining unit members at no cost to the faculty according to the LTD insurance plan. The approved LTD insurance plan benefits replace Appendix J, Long-Term Disability Insurance Overview.

6.13 Employee Assistance Program

The College shall provide an employee assistance program for bargaining unit members at no cost to the faculty.

6.14 Insurance Informational Sessions

Beginning in September of each academic year, the College may hold scheduled open informational sessions with the College Benefits Advisor, and the UFF-BC Chapter shall be informed of the time, date and place for these sessions. The purpose for these sessions will be to share information concerning the College managed benefit package(s) and possible changes to that package. The UFF-BC Chapter President may request open informational session for Faculty at which the College Benefits Advisor or designee will participate. This is exclusive of programs offered through the State Group Insurance Program.

6.15 Qualified Retirement Plan

The College shall sponsor a 401(a), 403(b) and 457(b) Qualified Retirement Plans (i.e., Bencor, TIAA).

6.20 Personal and Sick Leave

6.21 Personal and Sick Leave Accrual

Each employee shall earn one day of sick leave for each calendar month or major fraction of a calendar month of service, not to exceed 12 days for each fiscal year. Sick leave shall be cumulative from year to year.

(Note: Faculty on a 163-day contract may accrue a maximum of 8 sick days per year, Faculty on a 194-day contract may accrue a maximum of 10 sick days per year, and Faculty on a 213-day contract may accrue a maximum of 11 sick days per year.

Each employee may be absent for 4 days each fiscal year for personal reasons, charged to accrued sick leave. Leave for personal reasons shall be non-cumulative.

Faculty shall, at the beginning date of employment, be credited with 4 days of sick leave with compensation. In the event of termination of employment before the end of the first contract year, the Faculty's compensation shall be adjusted in an amount necessary to ensure that sick leave with compensation does not exceed the months served.

6.22 Sick Leave Pool

The Administration and the UFF-BC agree to the formation of a sick leave pool effective January 1, 1990. The following procedures shall apply to the use of the sick leave pool.

A. Membership

1. Participation in the pool shall be voluntary at all times.
2. In order to join the pool, a Faculty member must have been employed for at least one academic year and have accrued a minimum of 8 days of sick leave.
3. All participants in the pool shall donate 2 days of accrued sick leave to the pool and have their personal sick leave accrual reduced by the same amount.
4. If the sick leave pool becomes depleted, all participating Faculty members shall contribute an additional 1-day of sick leave and have their personal sick leave accrual reduced by that amount. The pool shall be considered depleted when the total number of credits in the pool is 30 days or fewer. The pool shall not be replenished more than 2 times in any 12-month period.

B. Utilization of Pool

1. Use of sick leave pool credits is limited to the Faculty member's personal illness, accident, or injury.
2. Faculty members must have been absent from scheduled duty days for a minimum of 20 duty days and must have exhausted all accrued sick and vacation leave before being eligible to apply for sick leave pool credits.
3. A Faculty member may apply for a maximum of 20 days credit at any one time. A maximum of 40 days may be granted in any 12-month period to an individual Faculty member.
4. Participating Faculty members may resign from the pool at any time. Upon resignation from the pool or from the College, all contributions to the pool and rights to receive leave credits from the pool shall be forfeited.
5. Alleged abuse of the pool shall be investigated and on a finding of wrongdoing, the Faculty member shall repay all of the sick leave credits wrongfully drawn from the pool. Such abuse could also lead to appropriate disciplinary action against the Faculty member.
6. Applications to join the sick leave pool and application for the use of sick leave pool credits shall be made to the Sick Leave Committee. The Committee shall be formed in accordance with Policy 6Hx2-3.08.
7. The Committee shall issue an annual report to each participating employee showing the usage of the pool and the current balance of sick leave credits.
8. The Committee shall develop policies and procedures for the operation of the sick leave pool.

6.23 Terminal Leave Pay

The Board will provide terminal leave pay in the event of resignation, death or retirement under a retirement system administered by the State of Florida. Such terminal leave pay shall equal the daily rate of pay (as defined in Article 5.10, Section F) of the Faculty member at the time of resignation, retirement or death multiplied by 2% for every year of employment up to 25 years or 50% of the total number of accumulated sick leave days accredited to the employee at the time of resignation, retirement or death. Employees

who are already above the 50% based on language in the previous Collective Bargaining Agreement (2010-2014)_shall be capped at the percentage accrued at the time of ratification of this collective bargaining agreement (2014-2016).

If termination is by death of the employee, any terminal leave pay to which the employee may have been entitled shall be made to his designated beneficiary or estate.

If an employee retires and receives terminal leave pay based on unused sick leave credit, all unused sick leave credit shall become invalid. If the employee retires without receiving terminal leave pay benefits and interrupts retirement to return to employment, the employee's sick leave credit shall be reinstated.

The College will make available a report in Workday for each faculty member that provides the terminal leave percentage.

6.24 Long Term Disability Leave of Absence

Upon approval of LTD benefits, the College may approve a leave of absence for a time period not to exceed one (1) year. If approved, the College will reassign the bargaining unit member into a position that maintains the bargaining unit member's status as a faculty member and all his/her employment rights including but not limited to maintaining continuity of benefit coverage. Once the bargaining unit member is on LTD leave of absence, the College and the bargaining unit member shall continue to make benefit premium payments for pre-selected and implemented benefit coverages on a monthly basis for up to one year. The College and the bargaining unit member are responsible to make those payments each month in order to continue benefit coverage.

Should the bargaining unit member return from LTD, the faculty member shall be reassigned to his/her faculty position from the which the faculty member was reassigned.

6.30 Sabbatical Leave

6.31 Sabbatical Purpose

Sabbatical leave is intended to encourage and promote the professional development of the Faculty to enhance their instructional effectiveness as educators. Sabbatical leaves enable Faculty to undertake specific planned activities involving academic study, research, curriculum development, and/or creative works that support teaching and learning excellence of mutual benefit to the Faculty and to the College. The sabbatical leave is part of professional development and should consist of study and/or research or return to industry/business for the purpose of improving the faculty member's effectiveness with students, contributing to the College, or contributing to the scholarship in the faculty member's discipline.

6.32 Eligibility

Continuing Contract eligible Faculty members who have been at Broward College for at least six years are eligible to apply for sabbatical leave. A Faculty member may not be granted a sabbatical leave until all obligations from any previous sabbatical leave have been fulfilled. Applications for sabbatical leave are limited to once every five (5) years unless there is a compelling opportunity of benefit to the faculty member's academic/professional development (e.g. postdoctoral fellowship, Fullbright scholarship, etc.)

6.33 Types and Number of Regular Sabbatical Leave

I. The types of sabbatical leave that may be requested are:

A. One full academic year at half pay.

B. One major semester (Semester I or Semester II) at full pay.

Pay is defined as the 163-day base salary for Faculty with a 163-day contract or the 163-day base salary plus the adjusted pay (per Article 5.10F) for Faculty with extended contracts. Supplements and extra-pay teaching assignments shall not be included.

The number of sabbatical leaves awarded in any academic year shall be determined by the College as a result of the budget process as approved by the Board prior to the start of the fiscal year and will not exceed 3.5% of the total number of full-time Faculty members employed at the beginning of the academic year during which application for sabbatical leave is made.

At the discretion of the College one or more of the total number of sabbaticals available for an academic year may be granted for the purpose of retraining Faculty members.

6.34 Repayment Provisions

Recipients of sabbatical leave shall return to the College and serve one full year for each academic semester of sabbatical leave granted. Preferably, these semesters shall be consecutive. The "alternative" summer semester (Article 7.10A Yearly Workload) shall be considered an academic semester for repayment purposes. If the Faculty member does not remain at the College for the length of time required by this obligation, the Faculty member shall reimburse the College for salary paid during the sabbatical leave. The amount of repayment shall be determined on a pro rata basis according to the number of days worked since the completion of the sabbatical leave compared to the total number of days obligated.

6.35 Sabbatical Leave Criteria

Applications for sabbatical leave shall meet the criteria listed below. Those applications that do not meet the criteria will not be eligible for consideration. The Sabbatical Leave Committee shall evaluate applications based on one of the following criteria:

- A. Initiation or continuation of an advanced degree program in the Faculty member's major, cognate field, or program/course(s) that promotes teaching and learning (e.g. programs and courses in colleges of education, library sciences). These sabbatical applications require a course of study comprised of at least two (2) courses or six (6) credit hours.
- B. Research to support teaching and learning excellence, or research to be submitted for peer review for possible presentation or possible publication,
- C. Writing to be submitted for possible publication,
- D. Creative works in the visual or performing arts that will be submitted for possible exhibition, production, or publication as appropriate,
- E. Development of substantive professional, and/or instructional curriculum materials in the Faculty member's major or cognate field that are designed to advance teaching and learning at the College,

- F. International or national teaching assignments or experiences that make a substantial contribution to Broward College. Faculty who are coordinators in the international program are not eligible for sabbaticals to work with the program. Faculty traveling for this type of sabbatical shall provide a detailed itinerary showing the countries or places to be visited and an approximate timeline for such visitations,
- G. For Faculty members in technical areas, work in their specific industry which leads to performance improvement and/or currency of industry standards, or
- H. Research and development of strategies to enhance student learning and/or navigation of the higher education experience.

The Committee will also take into account other factors, such as the recentness of any previous sabbatical leave, completeness of the sabbatical leave applications, and the quality of the narrative justifying the request. No special consideration shall be granted for years of service or experience.

6.36 Sabbatical Application Procedures

Application forms for sabbatical leave (see "Faculty Sabbatical Application" in Appendix K) shall be available online through the Center for Teaching Excellence and Learning. Sabbatical leave shall be requested using the Sabbatical Leave Application form for Faculty and filled out completely with a detailed description of the planned activities and the benefits of the professional growth to the Faculty member and to the College.

Applications for sabbatical leave for the following academic year shall be submitted by November 1st to the Associate Dean, for subsequent review and recommendation by the Supervising Dean and Vice Provost of Academic Affairs and received by the College Provost by the end of Semester I prior to the close of the College for the winter break. Applications received after the November 1st deadline will not be accepted. Applications that have not been approved by each administrative level will not be forwarded to the Sabbatical Leave Committee for consideration. The Vice Provost for Academic Affairs shall arrange for the first meeting of the Sabbatical Leave Committee and shall transmit copies of the completed and recommended applications to the Committee members prior to the first meeting.

Any requests for changes will be referred to the Academic Dean and the Vice Provost for Academic Affairs for a determination and approval. All requests for changes must be made prior to commencement of the sabbatical leave.

Faculty members who are awarded sabbatical leave shall sign a promissory note (see "Broward College Faculty Sabbatical Promissory Note" in Appendix L) containing the repayment provisions in Sections 6.34, and 6.38.

6.37 Limits and Responsibilities while on Sabbatical:

- a. Unit members on sabbatical leave shall not teach classes at the College while on sabbatical leave unless a class is specifically identified in the application for Sabbatical as integral and necessary to the Sabbatical Leave project.
- b. Unit members on sabbatical leave shall not maintain contractual assignments or responsibilities at the College during the leave period unless such contractual assignment or responsibilities are specifically identified in the application for Sabbatical Leave as integral and necessary to the Sabbatical Leave project.

6.38 Sabbatical Reports

Faculty on a semester sabbatical, will provide a written report to the Committee. Faculty on a year sabbatical, will provide a written report for each semester to the Committee. Within 30 days of return from sabbatical leave, Faculty members shall file a report of their sabbatical leave activities with their Associate Dean and supervising Academic Dean, the President of the UFF-BC, the President of the Faculty Senate, the Sabbatical Committee and the Vice Provost of Academic Affairs. Faculty members shall give a presentation on their sabbatical leave accomplishments at an appropriate college-wide meeting scheduled after the submission of the report. Reports should detail accomplishments in relationship to the approved goals and activities of the sabbatical. In the case of graduate study, an official transcript showing successful completion of the coursework with an average grade of "B" or better shall be deemed sufficient. Failure to submit the required report or transcript to all parties indicated above, or failure to successfully complete the coursework with an average grade of "B" or better, or failure to meet the outcomes of the approved sabbatical as identified by the criteria in 6.35 shall require immediate repayment of the salary paid during the sabbatical leave.

6.39 Sabbatical Leave Committee

The President of the UFF-BC in conjunction with the President of the Faculty Senate shall annually nominate five Faculty members, from whom the President of the College shall choose three, to serve on the Sabbatical Leave Committee. The President of the UFF-BC the President of Faculty Senate, and the Vice Provost of Academic Affairs or designee shall serve as ex officio, non-voting members of the Committee. The Committee shall recommend persons for sabbatical leave in a priority order. The Committee shall make its recommendations to the President of the College. The final decision on granting individual sabbatical leave applications rests with the District Board of Trustees.

6.40 Professional Conferences

If a Faculty member makes a request for professional leave with pay to attend a professional conference, and it is approved, the Faculty member will be reimbursed to the extent allowable by law for expenses incurred, subject to the availability of funds.

6.50 Other Benefits

6.51 Tuition Reimbursement

- A. The College agrees to provide financial assistance to those unit members who wish to pursue further educational experiences at institutions other than Broward College. This assistance shall be provided in the form of tuition reimbursement. Tuition reimbursement may be requested for classes and/or courses that are either job related or taken to meet the professional development requirements in Article 7.40 of the Collective Bargaining Agreement. Tuition reimbursement shall be available to all Faculty in continuing contract eligible positions, subject to availability of funds.
- B. Tuition reimbursement shall be provided for up to a maximum of 12 credit hours per calendar year per Faculty.
- C. If Faculty are in a 9-credit hour cohort model program, then the Faculty can seek a waiver of the 12-credit hour per academic year limit by submitting the supporting documentation to their immediate supervisor and to the Talent and Culture Department. The waiver shall be awarded so long as the Faculty show that he or she is enrolled in a 9-credit hour cohort model program.

When granted, the Faculty is limited to 6 credit hours in the next academic year. This section becomes effective on the date of full ratification of the 2018-2019 Collective Bargaining Agreement and is not retroactive.

- D. The amount of tuition reimbursement per credit or non-credit (Continuing Education) course shall be the actual cost of the course or the average of the in-state tuition rates at Florida Atlantic and Florida International Universities, whichever is lower.

The amount of tuition reimbursement per course for Professional Development shall be the actual cost of the course or the average of the in-state tuition rates at Florida Atlantic and Florida International Universities, whichever is lower.

- Tuition reimbursement shall be provided for no more than 12 credits per academic year for the actual tuition paid by the employee at any regionally accredited degree granting college or university at the current year basic in-state tuition rate of the average of the in-state tuition rates at Florida Atlantic and Florida International Universities or the actual tuition rate of Florida Atlantic or Florida International Universities if attending one of those institutions.
 - Faculty who receive federal financial aid, grants or scholarships must apply this aid first to the cost of tuition before applying for tuition reimbursement.
 - Reimbursement for dissertation credits will be limited to 20% above the minimum number of dissertation credits required for the degree program. The initial request for reimbursement of dissertation credits must be accompanied by a catalog description stating the minimum number of dissertation credits required.
- E. In order to be eligible for tuition reimbursement, instructional Faculty must receive approval from the immediate supervisor, the Pathway Dean, the Vice-Provost of Academic Affairs, and the Executive Director of Talent and Culture prior to enrollment in the course. Faculty in the counseling area must receive prior approval from the Dean of Students, the Vice-Provost of Student Services, and the Executive Director of Talent and Culture prior to enrollment in the course. Faculty librarians must receive prior approval from the immediate supervisor; Dean, Libraries and Academic Success Centers; Campus President and the Vice-Provost of Teaching Excellence & Learning; and the Executive Director of Talent and Culture.
- F. In order to receive tuition reimbursement for a completed course, the Faculty member must receive a grade of "C" or better.
- G. A Faculty member receiving tuition reimbursement shall sign a promissory note stating that the funds shall be repaid to the College if the Faculty member leaves the College within one year from the date of completion of the course.
- H. All approval forms, transcripts, and fee receipts shall be submitted to the Office of Talent and Culture for processing within 90 days of the end of the course.

6.52 Tuition Assistance for Faculty, Spouses, Domestic Partners and Dependent Children

The Board shall permit full-time personnel, their spouses, or domestic partner and their dependent children (as defined by the Internal Revenue Service) up to age 24 who meet Broward College admission requirements, to enroll in a maximum of 6 credit hours or equivalent hours per semester without payment of matriculation or tuition fees. Each spouse, domestic_partner or dependent, under this clause, will be limited to a total number of hours of the chosen degree program, not to exceed 80 credit hours for 1000 and 2000

associate degree-level courses excluding remedial coursework and 80 hours for 3000 and 4000 bachelor degree-level courses. The employee, dependent, spouse, or domestic partner will be required to reimburse the college for any course attempt in which the employee, dependent, spouse, or domestic partner does not receive a grade of 'C' or better. Employees, spouses, domestic partners or dependents who receive federal financial aid, grants or scholarships must apply this aid first to the cost of tuition before applying for tuition assistance.

6.53 Direct Deposit

The College will provide for direct deposit of paychecks to the financial institution of the Faculty member's choice.

6.54 Tax-Sheltered Annuities at Retirement

The College will pay terminal leave pay at retirement directly to a previously approved tax-sheltered annuity program, at the request of the retiree and consistent with appropriate laws and regulations.

6.55 Qualified Retirement Plan

A 401(a) Qualified Retirement Plan shall be a benefit of the faculty (e.g., the Bencor Plan).

6.56 Faculty Parking Stipend

Faculty assigned to the Willis Holcombe Center shall receive a stipend to cover the cost of parking at the Willis Holcombe Center as designated by the College.

Signed:	Signed:
Dr. Donald Astrab Interim President	Associate Professor Dr. Andrea R. Apa
Broward College	President, United Faculty of Florida – Broward College Chapter
Signed:	
Alexis Yarbrough, Chair District Board of Trustees Broward College	