

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this ___ day of January, 2022, by and between University of South Florida Board of Trustees ("USF" or "the University"), and Florida Public Employees Council 79, American Federation of State, County, and Municipal Employees, AFL-CIO ("AFSCME") (collectively, the "Parties"), as follows:

WHEREAS, USF and AFSCME are parties to a Collective Bargaining Agreement ("the Agreement"), which is effective through June 30, 2022; and

WHEREAS, in recognition of the critical role performed by many of the bargaining unit employees covered by the Agreement throughout the Covid-19 pandemic, USF desires to award a one-time, lump sum bonus to said employees, subject to certain criteria and limitations agreed upon by the Parties; and

WHEREAS, USF desires to provide a merit base increase to eligible bargaining unit employees subject to certain eligibility criteria and limitations agreed upon by the Parties; and

WHEREAS, USF desires to enrich the current Tuition Benefit Program set forth in Section 18.2 of the Agreement by allowing eligible full-time employees to transfer unused credit hours of instruction referenced in said Section to a dependent, spouse, or domestic partner at the University without payment of tuition based upon program definitions, details, operation, eligibility requirements, and funding levels determined by the University, and consistent with the requirements of Florida Statutes; and

WHEREAS, The Parties desire to extend the term of the Agreement to midnight, June 30, 2023, and to limit collective bargaining negotiations for the 2022-2023 year of the Agreement to Article 21, "Wages," and up to two (2) additional Articles of each Party's choice;

NOW, THEREFORE, the Parties understand and agree as follows:

A. One Time Lump Sum Bonus

1. USF will provide a pool sufficient to award a two percent (2%) one-time, lump-sum, performance-based bonus based upon eligible employees' current base annual wage rates, effective on the first pay period following the date of ratification of this MOU by USF;
2. The one-time bonuses authorized under this MOU shall not be added to employees' base annual wages or otherwise constitute a recurring obligation;
3. In order to be eligible for the bonus referenced herein, the employee must meet all of the following criteria:
 - a. The employee must have been employed by March 13, 2020;

- b. The employee must be actively employed on the effective date of the bonus;
 - c. The employee must not have an open Performance Improvement Plan (PIP);
 - d. The employee must not have an overall performance rating of “needs improvement” or “unsatisfactory” on their most recent evaluation of record;
 - e. The supervisor must certify that the employee took on new or increased duties or responsibilities associated with responding to, or otherwise ensuring continuity of operations during, the COVID-19 pandemic; and
 - f. The bonus amount can be no more than 2% of the employee’s gross annual base wage rate.
4. The awarding of bonuses under this MOU is contingent upon positive funding, and availability of resources. In the event of a reduction, elimination, or other impact on the availability of these funds, USF shall have the sole discretion to determine whether to proceed with the bonuses described in this MOU. In the event USF does not proceed with the bonuses due to any of the above-referenced events, USF will notify AFSCME in writing of its decision.

B. 2021-22 Merit Base Increase

1. USF will provide a one and one-half (1 ½) percent merit base increase to eligible bargaining unit employees who since on or before July 1, 2021, have been continuously employed by the University in an established position and who are actively employed by the University at the time the merit base increase becomes effective following ratification by the Board of Trustees, and who meet all of the following criteria:
 - a. They do not have an overall rating of “Needs Improvement” on their evaluation of record; and
 - b. They do not have an open Performance Improvement Plan.
2. The merit base increase will be based upon the eligible employees’ current base wage rates and will commence for the first pay period following the date of ratification by the Board of Trustees.

C. Tuition Benefit Program

1. Following ratification of this MOU by USF, and with a planned effective date beginning the Fall 2022 semester, Section 18.2 of the Agreement will be modified to allow eligible full-time bargaining unit employees to elect to transfer their tuition waiver eligibility, for up to six (6) undergraduate credit hours of instruction per term (Fall, Spring, or Summer), to a dependent child, spouse, or domestic partner at USF.

2. Program definitions, details, and operation, eligibility requirements, and funding levels shall be as determined by USF, and consistent with the requirements of Florida Statutes.

D. Extension of Agreement and 2022-23 Bargaining

The Parties agree to Amend Article 27 of the Agreement (which is incorporated and attached hereto as "Exhibit A") by extending the term of the Agreement to midnight, June 30, 2023, and further agree that only Article 21 ("Wages"), and up to two (2) additional Articles of each Party's choice shall be subject to negotiation in 2022. In all other respects the Agreement shall remain in full force and effect, in its present form, as written, until midnight, June 30, 2023.

The Parties agree that this MOU is subject to the ratification requirements set forth in Section 447.309, Florida Statutes.

IN WITNESS WHEREOF, the Parties have caused this MEMORANDUM OF UNDERSTANDING to be signed by their respective representatives this ___ day of _____, 2022.

For:

**Florida Public Employees Council 79,
American Federation of State, County,
And Municipal Employees, AFL-CIO**



Robert Chapman
President



Hector Ramos
Chief Negotiator

For:

**University of South Florida Board of
Trustees**

Rhea F. Law
Interim President, USF

John F. Dickinson
Chief Negotiator