

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between the University of South Florida Board of Trustees (“USF” or “the University”), on behalf of its Police Department (the “Department”), and the West Central Florida Police Benevolent Association (“PBA”) (collectively, the “Parties”), as follows:

**WHEREAS**, USF and PBA are parties to a Collective Bargaining Agreement (“the Agreement”), which is effective through February 28, 2023;

**WHEREAS**, in recognition of the critical role performed by USF’s in-unit law enforcement officers (“employees”) throughout the Covid-19 pandemic, USF desires to award a one-time, lump sum bonus to officers, subject to certain 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 their tuition waiver eligibility referenced in said Section to a dependent, spouse, or domestic partner at the University based upon program definitions, details, operation, eligibility requirements, and funding levels determined by the University, and consistent with the requirements of Florida Statutes; and

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

A. One Time Lump Sum Bonus

1. The University will provide a bonus pool in the aggregate amount of two percent (2%) of the Department’s eligible employees’ current base annual wage rates, which will be distributed as a one-time, lump-sum, performance-based bonus to each eligible employee, 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 as of 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 Chief of Police or designee 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;
  - 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, the University shall have the sole discretion to determine whether to proceed with the bonuses described in this MOU. In the event the University does not proceed with the bonuses due to any of the above-referenced events, the University will notify PBA in writing of its decision (“Notice”).

**B. 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, spouse, or domestic partner at the University.
2. Program definitions, details, operation, eligibility requirements, and funding levels shall be as determined by the University, and consistent with the requirements of Florida Statutes.

IN WITNESS WHEREOF, the Parties have caused this MEMORANDUM OF UNDERSTANDING to be signed by their respective representatives this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**For:**

**West Central Florida Police Benevolent Association**

\_\_\_\_\_  
Jim Diamond  
Executive Director, WCFPBA

**For:**

**The University of South Florida Board of Trustees**

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Rhea F. Law  
Interim President, USF

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John Dickinson  
Chief Negotiator