

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into by and between the University of South Florida Board of Trustees (“BOT”), and the University of South Florida Chapter of the United Faculty of Florida (“UFF”) as follows:

Whereas the BOT and UFF have entered into impact bargaining at the request of UFF, to address proposals made by UFF.

Whereas, the UFF agrees with the Advisory Council of Faculty Senates and the USF Faculty Senate that the preferred decisions for the BOT would follow the recommendations of the CDC and other government agencies to include mitigation strategies;

Whereas, the UFF believes that USF faces an emergency as a surge in COVID-19 infections poses a real danger to members of the USF Community and thus it believes that it is imperative that actions be taken to protect bargaining union members; and

Whereas, the parties are committed to maintaining a safe and healthy work environment for all bargaining unit members and the efficient and productive operation of the University of South Florida;

NOW therefore, the parties agree as follows:

1. Because of the impacts of COVID-19 and/or variants thereof create serious health concerns which are local, national and international in scope, impacts of the health emergency, including those on the local, national, and international level, that inhibit a bargaining unit member’s ability to conduct or present their scholarship, creative activities, or research, shall be taken into consideration in a bargaining unit member’s annual, tenure, promotion and other evaluations.
2. Where a bargaining unit member has made non-refundable plans, preparations and/or accommodations connected to previously approved University travel, and the conference or event is cancelled as a result of COVID-19 and/or variants thereof, they should refer to the memo entitled “Exception for Cancelled Travel Due to COVID-19” sent by the Controller’s Office on April 7, 2020.
3. If a bargaining unit member (or an individual with whom the member resides) is at higher risk for death or severe health/medical complications if they contract COVID-19 and/or variants thereof because of their age and/or underlying medical/health conditions, a bargaining unit member may request in writing approval and priority to teach their courses in an online format as a reasonable accommodation. All accommodation requests shall be submitted in writing to their Chair/Director who shall consult on all approvals with their Dean. Such approval shall not be unreasonably denied. If the request is denied, said denial shall be in writing and shall contain

detailed reasons for said denial. A denial shall be subject to appeal to the Assistant Provost.

4. Bargaining unit members not covered in 3 above may request modifications to their mode of instructional delivery without a determination that an accommodation applies. Such modifications may include changing in-person classes to fully online delivery; developing a hybrid mode of delivery (some in-person meetings, some online delivery); providing simultaneous in-person and online delivery. The request shall be made in writing to the Chair/Director, who shall consult on all approvals with their Dean. If the request is denied, the denial shall be in writing and shall contain detailed reasons for said denial. A denial shall be appealable to the Assistant Provost.

5. Bargaining unit members may submit a separate document as part of their annual activity report to describe any specifically identified adverse impacts of COVID-19 and/or variants thereof on their research, teaching, service, and professional development.

6. Having limited ability to collect and analyze data, and pivoting to online course delivery may detract from research, teaching and/or service activities of a bargaining unit member. Therefore, a pre-tenure bargaining unit member with start-up funds shall be granted a one-year extension to make use of such funds, provided that:

(a) The bargaining unit member applies for the extension; (b) the bargaining unit member's Unit/College has sufficient funds available; and (c) the application is granted, unless the bargaining unit member resigns, is not reappointed or his/her position is ending.

7. A bargaining unit member with children whose schools are closed due to COVID-19 and/or variants thereof may use available leave (which may depend upon the eligibility provisions in applicable statutes) if they are not able to complete their assigned duties. The BOT shall not penalize a bargaining unit member for assigned duties missed while on approved leave on their annual, tenure, promotion and other evaluations.

8. If the University is closed to bargaining unit members, bargaining unit members' email communications shall suffice in all cases where certified mail or personal delivery is required by the Collective Bargaining Agreement. An electronic delivery receipt will be considered proof of receipt.

9. If a bargaining unit member self-quarantines due to COVID-19 exposure, and the bargaining unit member is able to continue performing their work duties while in quarantine, the bargaining unit member will not be required to use leave time during their quarantine period. However, if the bargaining unit member is unable to perform their job duties due to COVID- 19/quarantine, they will use available accrued leave during the time they are unable to perform their work duties; leave will be utilized in a manner consistent with the University's leave policies and procedures.

10. USF shall undertake a highly visible campaign to encourage universal vaccinations for all USF students, bargaining unit members and employees.

11. USF shall undertake a highly visible campaign to encourage all USF students, bargaining members and employees to wear masks when on campus.

12. USF shall require all USF students, bargaining unit members and employees to be vaccinated (except for valid medical or religious reasons) as a requirement to be physically present in any building on any USF campus unless specifically prohibited by the Florida Board of Governors.

13. USF shall require all USF students, bargaining unit members and employees to wear an appropriate mask (except for valid medical or religious reasons) while physically present in any building on any USF campus unless specifically prohibited by the Florida Board of Governors.

14. USF shall prohibit any USF student, bargaining unit member or employee who tests positive for COVID and/or variants thereof, from being physically present on any USF campus during the period of time which would constitute the recommended quarantine period.

15. USF shall upgrade all ventilation and air conditioning systems with filters, UV scrubbers and other anti contagion features in all buildings on all USF campuses where bargaining unit members are required to be present.

16. The impacts of COVID-19 and/or variants thereof are changing constantly. Nothing in this Memorandum of Understanding shall be construed as a waiver of the BOT's right to implement measures pursuant to directives from appropriate state, local, and/or federal authorities or that the BOT otherwise deems essential to protecting the health and safety of USF students, bargaining unit members and employees.

17. This Memorandum of Understanding shall become effective upon ratification by both parties and will be in effect until August 5, 2022 (the end of the academic year).

18. The parties shall retain all other collective bargaining agreement rights. Nothing in this Memorandum of Understanding shall be construed as a waiver of the right to bargain additional impacts regarding BOT decisions made during COVID-19 and/or variants thereof which impact wages, hours, and working conditions, or any other collective bargaining rights.

Approved: _____

For University of South Florida Board of Trustees

Date: _____

Approved: _____

For University of South Florida Chapter of the United Faculty of Florida

Date: _____