

SETTLEMENT AGREEMENT

The Florida Agricultural and Mechanical University Board of Trustees (hereafter, the "FAMU BOT") and the FAMU Chapter, United Faculty of Florida ("UFF"), collectively the "Parties," hereby agree to the following Settlement Agreement ("Agreement"):

WHEREAS, the Parties are currently operating pursuant to a collective bargaining agreement that expires on June 30, 2022; and,

WHEREAS, the Parties are currently engaged in meaningful and productive collective bargaining negotiations pursuant to Article 30.1 of the collective bargaining agreement providing for negotiations over the entire collective bargaining agreement; and,

WHEREAS, the Parties also wish to settle Arbitration Case FAMU and UFF AFT 7463; FMCS Case No. 221008-00209 (the "Arbitration"); and

WHEREAS, Arbitrator Michael Whelan shall retain jurisdiction over the Arbitration until the second pay date of the 2022-23 Academic year, September 9, 2022, as set forth in Paragraph 3 below at which time the UFF shall file a Notice of Voluntary Dismissal with Prejudice of the Arbitration; and

WHEREAS, the Parties desire to resolve pending negotiations concerning Article 23 for the 2022-2023 academic year and simultaneously resolve the pending Arbitration, and do not wish to delay or interrupt the funds appropriated for members of the bargaining unit, it is:

NOW, THEREFORE, mutually and voluntarily agreed by the Parties as follows:

1. All UFF eligible bargaining unit members shall be entitled to a one-time gross amount of \$2,000 non-recurring wage/salary increase upon approval (not ratification) of this MOU by both Parties. The non-recurring wage/salary increase shall be paid no later than May 20, 2022 following approval of the Agreement by both Parties.

2. To be eligible, the faculty member must be currently employed as a regular full-time employee, employed on May 1, 2022 and their most recent evaluation must have been at least satisfactory and they must not have been issued a notice of non-reappointment.

3. In addition, the Parties agree that in satisfaction of bargaining over *Article 23 Salaries* for the 2022-2023 academic year, all UFF eligible bargaining unit members who were hired by March 1, 2022 and whose most recent evaluation was at least satisfactory and who have not been issued a notice of non-reappointment shall receive, pursuant to Section 23.2, a \$2,400 recurring wage/salary increase with the first paycheck of the 2022-23 academic year, August 26, 2022. All other sections of Article 23 shall remain status quo for 2022-2023.

4. The UFF agrees that no additional grievances will be filed based upon Article 23 of the Parties' collective bargaining agreement or for any activities that have occurred prior to the execution of this agreement relating to that provision. Any pending grievances on wages are deemed resolved by the parties.

5. The UFF agrees to withdraw all claims against the FAMU BOT for attorney's fees or costs associated with the Arbitration. Each party is solely responsible for all claims of their own respective counsel. The Parties agree to split the cancellation fee equally of Arbitrator Michael Whelan.

6. This settlement agreement, shall not be construed as an admission by the Parties of any liability or wrongdoing whatsoever.

7. This settlement agreement shall not serve as precedent for the establishment of any other rights, benefits or other changes in terms or conditions of employment for bargaining unit employees.

8. This settlement agreement represents the Parties' entire agreement and constitutes a complete understanding between the Parties. The Parties acknowledge that no other contract, promise, or inducement has been made and that accordingly this settlement agreement and the accompanying MOU cannot be amended or modified without express written consent of both parties.

9. The UFF shall not assert any complaint of a unilateral change in terms and conditions of employment related to the above adjustments in wages.

The Parties signify their agreement with this Settlement Agreement by affixing their signatures below.



Chief Negotiator
FAMU Board of Trustees



Chief Negotiator
FAMU Chapter, UFF

Date: 4/21/22

Date: 14 April 2022