

Collective Bargaining Agreement

2017-2020

Reopener

University of South Florida

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United Faculty of Florida/Graduate Assistants United

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1 **Preamble**

2 A Graduate Assistant (GA) is first and foremost a student who is engaged in the continued
3 process of training and acquisition of knowledge in order to enhance employability in the job
4 market. A Graduate Assistantship is contingent upon admission to a formal graduate program.
5 While an academically qualified student admitted to a graduate program who achieves a certain
6 level of academic standard may be provided a subsidized financial package in the form of a
7 Fellowship or Graduate Assistantship, it is never the case that an individual is employed as a
8 Graduate Assistant prior to admission to a graduate program.

9 The intent of the University of South Florida Board of Trustees (hereafter the University) and the
10 United Faculty of Florida/Graduate Assistants United (hereafter UFF-USF-GAU) in carrying out
11 negotiations for the members of the bargaining unit is to advance the quality and effectiveness
12 of graduate education at the University of South Florida (hereafter USF), and to make the
13 University a desirable place to teach and research. The University and the UFF-USF-GAU aim
14 to maintain high standards in all phases of administration, instruction, research, and service.
15 The University and the UFF-USF- GAU recognize the mutual benefits of continual improvement
16 through amicable adjustment of matters of mutual interest.

17 The parties recognize the unique contributions of graduate assistants to the work of the
18 University. Graduate assistants play a key role in the teaching and research endeavors of the
19 University. A competitive compensation package which enables the University to attract and
20 retain highly qualified graduate assistants is desirable.

21 The University and the UFF-USF-GAU also recognize the value of a governance system for
22 graduate assistants in areas of academic concern, and that shared governance within this
23 system be maintained and strengthened. The University's academic governance system shall
24 recognize the participation of graduate assistants, at appropriate levels and with reasonable
25 rights and privileges. Matters which may benefit from the involvement of graduate assistants,
26 and to which they may contribute their experience and knowledge include: (a) curriculum policy
27 and structure; (b) requirements for degrees; (c) policies for recruitment and retention of
28 students; (d) development or reorganization of academic programs; (e) grading policies; and (f)
29 other matters of traditional academic concern. The President or representative may confer with
30 Graduate Student Councils or similar bodies on all matters of academic concern; however, the
31 University and the UFF-USF-GAU understand that such conferences shall not interfere with the
32 exclusive right of UFF-USF- GAU under this collective bargaining agreement to negotiate the
33 terms and conditions of employment for graduate assistants at USF.

34 This Preamble is a statement of intent and is, therefore, not subject to Article 11, Grievance
35 Procedure.

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Article 1

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Recognition

38 1.1 Bargaining Unit. Pursuant to the certification of the Florida Public Employees Relations
39 Commission, dated June 18, 1980, as amended by Public Employees Relations Commission
40 Order Number 03E-170 dated July 17, 2003, which can be located at 29 FPER P 180, certifying
41 the United Faculty of Florida (UFF-USF-GAU) as the exclusive representative, solely for the
42 purpose of collective bargaining with respect to wages, hours, and other conditions of
43 employment as specifically set forth in the Agreement, for all employees in the bargaining unit
44 described in said certification, the University has entered into this Agreement. The bargaining
45 unit is described as employees holding the following titles at the University of South Florida:

46 Graduate Research Assistant (Class Code 9182),
47 Graduate Research Associate (Class Code 9181),
48 Graduate Teaching Assistant (Class Code 9184),
49 Graduate Teaching Associate (Class Code 9183),
50 Graduate Assistant (Class Code 9185), and
51 Graduate Instructional Assistant (Class Code 9550).

52 1.2 Exceptions. Nothing contained in this Agreement shall be construed to prevent the
53 University or its representatives from meeting with any individual or organization or hear views
54 on any matter; provided, however, that as to any such matter which is a proper subject of
55 collective bargaining and covered by a term of this Agreement, any changes or modification
56 shall be made only through negotiations and agreement with UFF-USF-GAU.

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Article 2

Appointments, Reappointments, and Terminations

2.1 Letter of Appointment. The University shall make appointments on letters, signed by a representative of the University and the appointee. The letter of appointment shall be sent to the appointee within ten (10) days after the conditions necessary for the appointment have been met. No salary shall be paid in the absence of a signed letter of appointment properly on file with the University. The employing department shall ensure that the signed letter of appointment is properly on file. The University may add additional informational items but may not thereby abridge the rights or benefits provided in this Agreement. The letter shall contain the following elements as a minimum:

- (A) Date;
- (B) Classification title and class code;
- (C) Employment unit (e.g., department, college, institute, area, center, etc.);
- (D) Length of appointment and a statement that no department or University representative may make a binding agreement to reappoint the employee for longer than the term of the contract. Research grants, advisor's promises, and departmental agreements are not binding;
- (E) Special conditions of employment;
- (F) Name of supervisor and a statement that the supervisor may or may not be the same person as the academic advisor or committee chair;
- (G) A statement that the employee's signature thereon shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 11, Grievance Procedure;
- (H) A statement that the employee's appointment makes an employee eligible to apply for but does not guarantee a tuition payment. The parties acknowledge that employees need this information as soon as available. Thus, employees will be notified in a timely manner whether they will receive tuition payment under the University tuition payment program.
- (I) A statement that the appointment is contingent upon the employee providing required documentation of employability;
- (J) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the regulations of the University, and this Agreement;
- (K) Percent of full-time equivalent (FTE) assigned, and the corresponding average hours per week as defined in Article 6.1(A);
- (L) Stipend based on appointment and the amount paid per biweekly pay period;

93 (M) A notice specifying the location of the employee's official evaluation file and stating
94 the employee's right to access such file; and

95 (N) A statement that "All graduate assistants at USF work under a contract negotiated
96 by Graduate Assistants United (GAU) and the Board of Trustees. GAU is the labor union
97 certified as the exclusive bargaining agent for graduate assistants at USF."

98 (O) A separate signature block with a statement that the employee's signature below
99 indicates consent by the student to release of his or her campus email address to GAU
100 in accordance with Article 17.6 (A).

101 (P) A statement that the employee may be eligible for a health insurance subsidy, that
102 the employees must self-enroll for the health insurance policy, and instructions on how,
103 when, and where to self-enroll.

104 2.2 Reappointments. No appointment shall create any right, interest, or expectancy in any
105 other appointment beyond its specific term. Upon written request, the UFF-USF-GAU shall be
106 provided information regarding established guidelines for graduate assistant
107 appointments. When appointed, employees shall be provided with criteria concerning
108 reappointment.

109 2.3 Length of Appointment. Appointments may be for any period of time up to one (1)
110 calendar year. The University shall appoint the majority of the .5 FTE employees in
111 Graduate Assistant positions (9183, 9184, 9185, 9550) to an appointment of at least one (1)
112 academic year, consistent with the faculty calendar (19.5 pay periods). Graduate assistants
113 (9181, 9182) who are supported on grants and contracts will only be appointed for one (1)
114 academic year dependent upon the availability and duration of the grant or contract funding.

115 2.4 Notice. Timely processing of appointment letters is fundamental to the efficient operation of
116 the University and subject to special consultation pursuant to Article 24.2.

117 A. Fall Appointments. Employees serving in at least one (1) semester appointment
118 During an academic year shall be provided with a letter of intent
119 regarding continuation or non-continuation of employment for the subsequent Fall
120 semester by April 30, if practicable. A final letter of appointment, if necessary, shall be
121 provided to the employee by June 30, if practicable.

122 B. Spring Appointments. Employees who will be offered an appointment to commence
123 at the start of the Spring semester shall be provided with a letter of intent by August 30,
124 if practicable. A final letter of appointment for mid-year appointees, if necessary, shall be
125 provided to the employee by October 30, if practicable.

126 C. Examples of matters which may result in a delay in notification include, but are not
127 limited to, funding not finalized or course offerings or schedule not finalized.

128 2.5 Changes in appointment.

129 A. Any appointment may be curtailed, diminished, or terminated at any time by reason
130 of the following documented circumstances:

- 131 (1) unsatisfactory performance of assigned duties;
132 (2) unsatisfactory performance in coursework and/or progress toward degree;
133 (3) incompetence or misconduct of the employee;
134 (4) lack of funds as a result of adverse financial conditions;
135 (5) completion of degree requirements.

136 B. The University shall provide two weeks' written notice in any change in appointment
137 in the case of 2.5A (1), (2) and (4).

138 C. The University shall provide at least two weeks' written notice in the case of 2.5A (4).
139 Whenever financially feasible additional notice may be provided, up to a semester of
140 advance notice. In these cases the University shall:

141 (1) Include in the notice of non-reappointment that the action is taken as a result
142 of adverse financial conditions and does not reflect on the performance of the
143 employee; and

144 (2) Make reasonable efforts to assist the employee in finding alternate
145 employment through consideration for other vacancies appropriate for the skills
146 of the employee.

147 D. The University shall provide written notice of non-reappointment. The notice shall
148 include a statement which indicates that the action is grievable under the provisions of
149 the USF/UFF-USF-GAU Collective Bargaining Agreement. An employee who receives a
150 written notice of non-reappointment shall be entitled, upon written request within
151 fourteen (14) days following receipt of such notice, to a written statement of the basis for
152 the decision not to reappoint. The University shall provide such statement fourteen (14)
153 days following receipt of such request. Deadline for notices of Fall and Spring non-
154 reappointment shall be April 30 and
155 October 31 as specified in 2.4 A and B respectively.

156 E. When the University has reason to believe that the employee's presence on the job
157 will adversely affect the operation of the University, the University may immediately
158 place the employee on leave with pay, pending investigation of the event(s) leading to
159 that belief. However, such leave with pay shall not extend beyond the semester in which
160 the action is taken.

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Article 3

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Employment Performance Evaluation

163 3.1 Policy. A comprehensive annual performance appraisal for each employee, whose term of
164 appointment is one (1) semester or longer, shall be evaluated in writing once during each such
165 appointment. The University-wide comprehensive annual performance appraisal format will be
166 used for all appraisals. The employment evaluation shall include evaluation of assigned duties
167 and such other responsibilities as are appropriate to the assignment. Additional consideration
168 will be given to the satisfactory progress towards completion of the degree program according to
169 University policy. Personnel decisions shall take such employment evaluations into account,
170 provided that personnel decisions need not be based solely on written employment performance
171 evaluations. The Graduate Program Director will certify completion of the annual performance
172 appraisal for each employee to the Graduate School.

173 3.2 Procedures. The comprehensive annual performance appraisal shall be discussed with the
174 employee, at which time any deficiencies shall be specifically noted and suggestions for their
175 improvement made. A reasonable schedule shall be given to accomplish the necessary
176 improvements. Such evaluation shall be placed in the employee's evaluation file. The
177 comprehensive annual performance appraisal shall be signed by the person who performed the
178 evaluation and shall be shown to the employee, who shall be given the opportunity to sign it. A
179 copy of the comprehensive annual performance appraisal shall be given to the employee. The
180 employee may attach a concise comment to the comprehensive annual performance appraisal
181 form. Written student comments or evaluations need not be signed to be used for evaluation
182 purposes. If the performance evaluation is not completed in accordance with 3.1, the
183 employee's performance shall be deemed satisfactory for the covered period.

184 3.3 Observations and Visitations. Observations or visitations for the purpose of evaluating
185 employee performance may be either announced or unannounced.

186 (1) Within two (2) weeks after an observation or visitation, the employee shall have an
187 opportunity to meet and discuss the observation or visitation with the observer. The
188 University and the UFF-USF-GAU agree that it is beneficial for the employee and the
189 observer to meet as soon as possible after the observation.

190 (2) A concise written comment by the observer regarding the observation or visitation
191 shall be placed in the evaluation file. A copy of such comment shall be given to the
192 employee no later than two (2) weeks following the observation, unless the employee
193 and observer agree to extend the time period or there is a documented unavailability of
194 either party. Such comment shall not be grievable; however, the employee shall have
195 the right to respond in writing and shall have such response attached. The employee
196 shall have the right, to be exercised within three

197 (3) working days after the meeting with the observer, to request in writing an additional
198 observation or visitation by a different observer. Such additional observation or visitation
199 shall be accomplished prior to the end of the semester, and shall be placed in the
200 evaluation file. The employee shall have the right to respond to this observation also and
201 have the response attached.

202 3.4 Criteria. The comprehensive annual performance appraisal shall be based upon assigned
203 duties, and shall consider the nature of the assignment, in terms where applicable, of:

204 A. Teaching effectiveness, including effectiveness in presenting knowledge, information,
205 and ideas by means or methods such as lecture, discussion, assignment and recitation,
206 demonstration, laboratory exercise, practical experience, and direct consultation with
207 students. The evaluation shall include consideration of effectiveness in imparting
208 knowledge and skills, and effectiveness in stimulating students' critical thinking and/or
209 creative abilities, and adherence to accepted standards of professional behavior in
210 meeting responsibilities to students.

211 B. Contribution to the discovery of new knowledge, development of new educational
212 techniques, and other forms of creative activity. The evaluation shall include
213 consideration of the employee's productivity, including the quality and quantity of what
214 has been done during the year, and of the employee's research and other creative
215 programs and contributions; and recognition by the academic or professional community
216 of what is done.

217 C. Service to, and awards by, international, professional, state, and community
218 organizations.

219 D. The employee must show progress toward degree completion in a timely fashion to
220 assure successful completion of the degree within the timelines established by
221 University policy.

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Article 4

Employee Evaluation File

4.1 Policy. There shall be only one (1) employee evaluation file in which all written materials used to evaluate employee performance are maintained so that when evaluations and personnel decisions are made, the only documents which may be used are those contained in that file. The evaluation file shall be separate from the student and medical records maintained by the University and shall be located in the official personnel file maintained in the Human Resources Office.

4.2 Access. An employee may examine the employee evaluation file upon reasonable advance notice, during the regular business hours of the office in which the file is kept, normally within the same business day as the employee requests to see it and under such conditions as are necessary to insure its integrity and safekeeping. Upon request, an employee may paginate with successive whole numbers the materials in the file, and may attach a concise statement in response to any item therein. Upon request, an employee is entitled to one (1) free copy of any material in the evaluation file. Additional copies may be obtained by the employee upon payment of a reasonable fee for photocopying. A person designated by the employee may examine that employee's evaluation file with the written authorization of the employee concerned and subject to the same limitations on access that are applicable to the employee.

4.3 Indemnification. UFF-USF-GAU agrees to indemnify and hold the University, and its officials, agents, and representatives harmless from and against any and all liability for any improper, illegal, or unauthorized use by UFF-USF-GAU of information contained in such employee evaluation file.

4.4 Use of Evaluative Material. In the event a grievance proceeds to arbitration, the University, UFF-USF-GAU, the arbitrator, and the grievant shall have the right to use copies of materials from the grievant's evaluation file relevant thereto in the arbitration proceedings.

4.5 Anonymous Material. No anonymous material shall be placed in an employee evaluation file, except for student evaluations which are part of a regular evaluation procedure of classroom instruction.

4.6 Materials in Evaluation File. Evaluative materials or summaries thereof, prepared as part of a regular employee evaluation system, may be placed in an employee evaluation file after a copy has been presented to the employee for signature. The employee's signature does not necessarily indicate agreement with the contents of the document. The employee may append a written statement to the evaluation expressing their interpretation of the evaluation.

4.7 Removal of Contents. Materials shown to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the employee evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance. The parties to this Agreement acknowledge the requirements of the public records law and nothing contained herein shall authorize any action contrary to law. The union encourages employees to collect information from their own file and make it available for viewing to their

262 representative if necessary, so the University and its staff are not unduly burdened with
263 compliance.

264 4.8 Only University officials with a business need may inspect information reflecting
265 evaluations of employee performance in accordance with applicable law.

266 **Article 5**

267 **Academic Freedom and Responsibility**

268 5.1 The University of South Florida affirms the principles of academic freedom and
269 responsibility, which are rooted in a conception of the University as a community of scholars
270 united in the pursuit of truth and wisdom in an atmosphere of tolerance and freedom.

271 5.2 Academic Freedom is the freedom to discuss all relevant matters in the classroom, to
272 explore all avenues of scholarship, research, and creative expression; to speak freely on all
273 matters of university governance, and to speak, write, or act as an individual, all without
274 institutional discipline or restraint.

275 5.3 Academic Responsibility implies the honest performance of academic duties and
276 obligations, the commitment to support the responsible exercise of freedom by others, and the
277 candor to make it clear that the individual, while he or she may be freely identified as an
278 employee of the University, is not speaking as a representative of the University in matters of
279 public interest.

280 5.4 On the part of the Administration, Academic Responsibility implies a commitment actively
281 to foster within the University a climate favorable to responsible exercise of freedom.

282 **Article 6**

283 **Workload**

284 6.1 Assignment of Responsibilities. The parties understand that, while hourly rate may be used
285 in statistical calculations or to report the fulfillment of duties to governing agencies, graduate
286 assistants who are employed as research, teaching or instructional assistants (Class codes
287 9181, 9182, 9183, 9184, 9550) are salaried employees. Graduate assistants employed in Class
288 code 9185 are appointed as non-exempt hourly employees and will need to complete a time
289 sheet. Time clocks shall not be used to record work hours.

290 A. No employee shall be assigned employment responsibilities during a semester that
291 exceed an average of ten (10) hours per week for one-fourth time; thirteen and one third
292 (13.3) hours per week for one-third time; twenty (20) hours per week for a one half time
293 appointment; or thirty (30) hours per week for a three-quarter time appointment. The
294 same proportional relationship applies to all other FTE's.

295 B. For the purposes of determining whether an assignment can be accomplished within
296 the time limitations described herein, research and other activities that lead directly to
297 an employee's thesis, dissertation, or other degree requirements need not be counted
298 as part of the assigned workload.

299 6.2 Request for Clarification of FTE Calculation. Upon request by an employee, a department
300 shall provide a description of its expectations for FTE.

301 6.3 Grievability. In the event an employee has reason to believe that the assignment exceeds
302 the guidelines described in Article 6.1(A), the employee may file a grievance pursuant to the
303 procedures in Article 11.

304 **Article 7**

305 **Outside Activity/Conflict of Interest**

306 7.1 Policy. Outside employment or other activities that interfere with an employee's obligation
307 to the University or that constitute a conflict of interest are prohibited. No employee who
308 engages in outside employment or other activity shall claim to be an official University
309 representative in connection with an outside employment or other activity. No employee may
310 use University personnel, equipment, or facilities in connection with the outside employment or
311 activity without prior approval of the President or representative. Approval for the use of
312 University facilities, equipment, or services may be conditioned upon reimbursement for the use
313 thereof.

314 7.2 Report of Outside Activity. Any employee who proposes to engage in any outside activity
315 that the employee should reasonably conclude may create a conflict of interest, or any
316 compensated professional activity, shall report to the employee's supervisor, in writing on the
317 University form prescribed for such report, the details of such proposed activity prior to engaging
318 therein. The University agrees to consult with the GAU regarding any changes to the form for
319 reporting outside activity.

320 **Article 8**

321 **Nondiscrimination**

322 8.1 Policy. Neither the University nor UFF-USF-GAU shall discriminate against any employee
323 based upon race, color, sex, religion, national origin, age, veteran status, disability, or marital
324 status, consistent with federal and state law, nor shall the parties discriminate based upon
325 sexual orientation or membership or non-membership in a union. The University agrees that
326 personnel decisions, including reappointment, promotion, evaluation and disciplining of an
327 employee, shall be based solely on job- related criteria and performance.

328 A. Sexual harassment is a form of prohibited sex discrimination which is prohibited both
329 by law and University policy. In Meritor Savings Bank v. Vinson, 106 S. Ct. 2399 (1986),
330 the United States Supreme Court defined sexual harassment (29 CFR 1604.11a) in the
331 employment context as including the following:

332 Unwelcome sexual advances, requests for sexual favors, and other verbal or physical
333 conduct of a sexual nature constitute sexual harassment when (1) submission to such
334 conduct is made either explicitly or implicitly a term or condition of an individual's
335 employment, (2) submission to or rejection of such conduct by an individual is used as
336 the basis for employment decisions affecting such individual, or
337 (3) such conduct has the purpose or effect of unreasonably interfering with an
338 individual's work performance or creating an intimidating, hostile, or offensive working

339 environment.

340 B. To promote an environment at the University which is free from unlawful
341 discrimination and harassment, graduate assistants are encouraged to report
342 immediately any concerns regarding discrimination or sexual harassment. Graduate
343 assistants acting in a supervisory capacity (including supervisors of laboratories) or
344 teaching capacity are required to report allegations from their students or those they
345 supervise regarding discrimination, including sexual harassment, to appropriate
346 administrators. Appropriate administrators include, but are not limited to, the employee's
347 immediate supervisor, graduate coordinator, department chair, or Dean, or
348 administrators in the University's Diversity and Equal Opportunity Office (DEO) or
349 Human Resources Department.

350 C. Claims of discrimination, including sexual harassment, must be processed with the
351 University DEO office rather than through the Article 11 grievance process. Employees
352 who file a complaint with DEO will be notified of their right to file a complaint with outside
353 agencies. More information may be located at the DEO website.

354 **Article 9**

355 **Copyrights and Patents**

356 9.1 Disclosure. An employee shall disclose all patentable inventions and technological
357 developments which the employee may develop or discover while an employee of the University.
358 With respect to inventions made during the course of approved outside employment, the
359 employee may delay such disclosure for no more than one hundred and eighty (180) days,
360 when necessary to protect the outside employer's interests, until the decision has been made
361 whether to seek a patent.

362 9.2 Waiver of Rights. While an employee may, in accordance with Article 7, Outside
363 Activity/Conflict of Interest, engage in outside employment pursuant to a consulting agreement,
364 the Office of Academic Affairs and the Office of Research must approve any requirement by the
365 outside employer that the employee waive the employee's/University's rights to any patentable
366 invention or discoveries which arise during the course of such outside employment. An
367 employee who proposes to engage in outside employment shall furnish a copy of the
368 University's patents policy to the outside employer prior to or at the time the consulting
369 agreement is executed.

370 9.3 Federal Sponsorship. If the employee's activities involve inventions or discoveries
371 conceived under Federal sponsorship or supported by University funds or resources, then the
372 Office of Academic Affairs and the Office of Research shall not grant permission to waive patent
373 rights.

374 9.4 Reporting Procedures. The employee shall report directly to USF Division of Patents and
375 Licensing the nature of the discovery or new invention, together with an outline of the project
376 and the conditions under which it was done. If the University wishes to assert its interest in the
377 patent, the USF Division of Patents and Licensing shall inform the employee within a maximum
378 of one hundred and thirty-five (135) days. It is understood that every effort shall be made at
379 appropriate administrative levels to expedite the decision-making process to minimize the time
380 involved. The division of proceeds between the University and the employee generated by the

381 licensing of patent rights or trade secrets shall be negotiated and reflected in a written contract
382 between the University and the employee. All such agreements shall comport with and satisfy
383 any preexisting commitments to outside sponsoring agencies, but the employee shall not
384 commit any act which would tend to defeat the University's interest in the matter, and the
385 University shall take any necessary steps to protect such interest.

386 **Article 10**

387 **Leaves of Absence and Other Leave**

388 10.1 Each employee shall be credited with five (5) days of paid leave per semester appointment.
389 Such paid leave shall be used in increments of not less than one (1) day. For example, an
390 employee scheduled to work six (6) hours on Monday and three (3) hours on Tuesday, who is
391 unable to perform assigned duties on these days for any of the reasons described below, would
392 be charged with two (2) days of leave, regardless of FTE appointment, or number of work hours
393 scheduled. The leave provided under this article shall not be cumulative.

394 10.2 An employee may use paid leave described in 10.1 above when:

395 A. Disabled or otherwise unable to perform because of injury, illness, jury duty, required U.S.
396 military service, or when unable to so perform because the employee's presence is required
397 elsewhere because of injury, illness, or death in the immediate family. Immediate family shall
398 consist of mother, father, spouse or domestic partner, sister, brother, child, a person in a legal
399 dependent relationship with the employee, or other relative living in the employee's household.
400 The employee shall notify the supervisor of the inability to serve as soon as possible.

401 B. Taking examinations for professional licensing related to the degree or qualifying
402 examinations as required by the University.

403 C. Traveling to conferences or other events for professional development.

404 10.3 An employee shall not be required to use leave when the University is officially closed,
405 unless the special conditions of the appointment require the employee to perform duties at
406 these times.

407 10.4 Release Time.

408 A. A unit of release time shall equal 10 hours per week. Release time may be allocated
409 in increments of 5 or 10 hours per week, The University agrees to provide up to 3 total
410 units of release time per semester during the academic year (Fall and Spring) and 2
411 total unit of release time during the Summer semester to employees designated by the
412 UFF-USF-GAU for the purpose of carrying out the UFF-USF-GAU's obligations in
413 representing employees and administering this Agreement. The UFF-USF-GAU may
414 designate employees to receive this release time subject to the following conditions:

415 (1) No more than one employee per department may be granted release time at
416 any one time, unless that department employs more than twenty-five (25)
417 employees.
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419 (2) The award of release time shall not reduce the workload obligation of a
420 teaching graduate assistant below 10 hours per week. The award of release time
421 shall not reduce the workload obligation of a graduate assistant below 5 hours
422 per week. Release time may be granted in addition to the graduate assistant's
423 normal appointment. The award of a supplemental appointment shall not push
424 the graduate assistant's total workload beyond 0.74FTE. This provision shall
425 expire at the end of Fall semester 2016.

426 (3) An employee who has been granted release time for two consecutive
427 semesters shall not again be eligible for release time until two consecutive
428 semesters have elapsed following the end of the second semester in which such
429 release time was granted.

430 (4) The UFF-USF-GAU shall provide the University with a list of requested
431 designees at least four (4) weeks prior to the first day of classes for the semester.
432 The list will indicate each employee's requested FTE for release time. Upon
433 approval of the designees by the University, the designees shall serve for one (1)
434 academic year. Substitutions for the Spring semester may be made upon written
435 notification submitted by the UFF-USF-GAU to the University no later than four
436 (4) weeks prior to the first day of classes for the Spring semester.

437 (5) Employees on release time must remain students in good standing at the
438 University during their release time appointment.

439 B. Release time shall be used for conducting University-related UFF-USF-GAU
440 business, and shall not be used for lobbying or other political representation except in
441 accordance with state or federal law.

442 C. Upon the failure of the UFF-USF-GAU to provide a list of designees by the specified
443 deadlines, the University may refuse to honor any of the release time requests which
444 were submitted late. Substitutions submitted after the deadlines in Article 10.4(A)(4)
445 shall be allowed at the discretion of the University.

446 D. Employees on release time shall be eligible for stipend increases on the same basis
447 as other employees, but their release time activities shall not be evaluated nor taken into
448 consideration by the University in making personnel decisions.

449 E. Employees on release time shall retain all rights and responsibilities as employees,
450 but shall not be considered representatives or agents of the University for any activities
451 undertaken on behalf of the UFF-USF-GAU. UFF- USF-GAU agrees to hold the
452 University harmless for any claims arising from such activities, including the cost of
453 defending against such claims.

454 10.5 Unpaid Leave

455 A. Graduate assistants shall be eligible for six (6) weeks of unpaid leave from their
456 employment responsibilities during any 12-month period for one of more of the following
457 reasons:

458 (1) The birth of a child and in order to care for that child;

- 459 (2) The placement of a child with a graduate assistant for adoption or foster
460 care;
461 (3) To provide the care for a serious health condition of a spouse, domestic
462 partner, mother, father, brother, sister, child, legal dependent, or a relative living
463 in the graduate assistant's household;
464 (4) A serious health condition of the graduate assistant which makes the GA
465 unable to perform his or her essential job duties,

466 B. The graduate assistant shall provide the University with written notice not less than
467 thirty (30) days prior to the date of the requested leave, if practicable. In the case of
468 emergency, the graduate assistant must give verbal notice within twenty-four (24) hours
469 of taking leave. In the case of a serious health condition, the University may request
470 medical verification from a health care provider. The University may also require the GA
471 to see a medical provider of the University's choice and at the University's expense.

472 C. Unpaid leave, including extensions, shall be at the sole discretion of the University.

473 D. The GA is eligible to return to the same or similar position at the conclusion of the
474 leave. This return provision does not apply if the return date is after the completion of an
475 employment contract.

476 E. The University shall continue to pay the health care premiums during the duration of
477 the GA's leave. If applicable, the University tuition waiver shall be maintained.

478 F. A GA must be in at least a second semester of employment as a graduate assistant
479 to be eligible for this leave provision.

480 G. This unpaid leave, if granted, does not relieve the GA from meeting his/her program
481 responsibilities. A separate arrangement must be made with the Director of Graduate
482 Studies of the Department of the Department Chair, which-ever is applicable.

483 **Article 11**

484 **Grievance Procedure and Arbitration**

485 11.1 Purpose. The University and the UFF-USF-GAU agree that all problems should be
486 resolved, whenever possible, before the filing of a grievance and they encourage open
487 communication between administrators and employees so that resort to the formal grievance
488 procedure will not be necessary. The parties further encourage the informal resolution of
489 grievances. At each step in the grievance process, participants are encouraged to pursue
490 appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and
491 efficient procedure for the investigation and resolution of grievances. The procedures
492 hereinafter set forth shall be the sole and exclusive method of resolving the grievances of
493 employees covered by this Agreement.
494

495 11.2 Resort to Other Procedures. If prior to seeking resolution of a dispute by filing a grievance
496 hereunder, or while the grievance proceeding is in progress, an employee or UFF-USF-GAU
497 seeks resolution of the matter in any other forum, whether administrative or judicial, the
498 employer shall have no obligation to entertain or proceed further with the matter pursuant to this
499 grievance procedure. Further, since the University and the UFF-USF-GAU do not intend that

500 this grievance procedure be a device for appellate review, the University's response to a
501 recommendation of a hearing officer or other individual or group having appropriate jurisdiction
502 in any other procedure shall not be an act or omission giving rise to a grievance under this
503 procedure.

504
505 11.3 Definitions. As used herein:

506 A. The term "grievance" shall mean a dispute concerning the interpretation or
507 application of a specific term or provision of this Agreement, filed pursuant to this Article,
508 and subject to those exclusions appearing in other Articles of this Agreement.

509 B. The term "grievant" shall mean an employee covered by this Agreement, or group of
510 such employees, who has filed a grievance in a dispute over a provision of this
511 Agreement which confers rights upon them, or UFF-USF-GAU which has filed a
512 grievance in a dispute over a provision of this Agreement that confers rights upon UFF-
513 USF-GAU. A grievance filed by UFF-USF-GAU which alleges a violation of its rights by
514 two (2) or more colleges, or a grievance filed by employees in two (2) or more colleges,
515 shall be initiated at Step 1.

516 11.4 Representation. UFF-USF-GAU shall have the exclusive right to represent any employee
517 in grievances filed hereunder, provided employees may represent themselves or be represented
518 by legal counsel. If an employee elects not to be represented by UFF-USF- GAU, the University
519 shall promptly inform UFF-USF-GAU in writing of the grievance. No resolution of any individually
520 processed grievance shall be inconsistent with the terms of this Agreement and for this purpose
521 UFF-USF-GAU shall have the right to have an observer present at all meetings called between
522 grievants and the University for the purpose of discussing such grievances and shall be sent
523 copies of all decisions at the same time they are sent to the other participants.

524 11.5 Grievance Representatives. UFF-USF-GAU shall furnish annually to the University a list
525 of all persons authorized to act as grievance representatives no later than August 7th each year
526 and shall update the list as needed. The UFF-USF-GAU grievance representative shall have the
527 responsibility to meet all instructional, research, and other duties and responsibilities incidental
528 to the assigned workload. Some of these activities are scheduled to be performed at particular
529 times. Such representative shall have the right, during times outside of the hours scheduled for
530 these activities, to investigate, consult, and prepare grievance presentations and attend
531 grievance meetings. Should any hearings or meetings with the University, the President, the
532 Board, or their representatives necessitate rescheduling of assigned duties, the representative
533 may, with the approval of the appropriate administrator, arrange for the rescheduling of such
534 duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

535 11.6 Appearances.

536 A. When an employee participates during working hours in arbitration proceedings or in
537 a grievance meeting between the grievant or representative and the President or
538 representative, that employee's compensation shall neither be reduced nor increased
539 for time spent in those activities.

540 B. Prior to participation in any such proceedings, conferences, or meetings, the
541 employee shall make arrangements acceptable to the appropriate supervisor for the
542 performance of the employee's duties. Approval of such arrangements shall not be
543 unreasonably withheld. Time spent in such activities outside regular working hours shall

544 not be counted as time worked.

545 11.7 Grievance Forms. All written grievances, requests for review, and arbitration notices must
546 be submitted in writing on forms attached to this Agreement as Appendices C, D, and E
547 respectively, and shall be signed by the grievant. Except for the initial filing of the grievance, if
548 there is difficulty in meeting any time limit, the UFF-USF-GAU representative may sign such
549 documents for the grievant. The University may refuse consideration of a grievance not filed in
550 accordance with this Article.

551 Formal Grievance Procedure

552 11.8 Filing. The filing of a written grievance shall constitute a waiver of any rights the grievant
553 may have under Chapter 120, Florida Statutes, or under any University procedures with regard
554 to the matters contained in the grievance. A grievance may be withdrawn at any time by the
555 grievant or by the UFF-USF-GAU representative.

556 11.9 Step 1.

557 A. An employee having a dispute concerning the interpretation or application of a
558 specific term or provision of this Agreement may, within thirty (30) days following the act
559 or omission giving rise thereto, or the date on which the employee knew or reasonably
560 should have known of such act or omission, whichever is later, may file a written
561 grievance, on the form contained in Appendix C. The form shall be filed with the Office
562 of the Provost. All Step 1 grievances shall immediately proceed to an informal resolution
563 process unless both parties agree otherwise. The informal resolution process shall last
564 thirty (30) days and may be extended by mutual consent of both parties. Following the
565 initial period of informal resolution, the grievance will be assumed to be resolved to the
566 grievant's satisfaction if the grievant does not request, in writing, a Step 1 decision
567 within seven (7) days of the end of the informal resolution period. If any extension of the
568 informal resolution period expires without the grievant's request for a Step 1 decision,
569 the grievance will be assumed to have been resolved to the grievant's satisfaction.

570 B. At any point in the informal resolution period the grievant may request a Step 1
571 meeting. If such request occurs during the initial period of informal resolution, the
572 University may accept the request or continue the informal resolution period for the
573 initial thirty (30) days, at which point the provisions of Article 11.9 (A) shall prevail. If the
574 request occurs during an extension of the informal resolution period the
575 University shall comply within fifteen (15) days. In advance of the Step 1 meeting, the
576 grievant shall have the right, upon request, to a copy of any identifiable and currently
577 existing documents relevant to the grievance, except documents protected by law.
578 Documents which are available electronically may be provided by electronic mail or by
579 advising the grievant of the web address for obtaining such documents.

580 C. At the Step 1 meeting, the grievant shall have the right to present any evidence in
581 support of the grievance. The University Step 1 representative shall meet with the
582 grievant and/or the grievant's representative no later than fifteen (15) days following the
583 filing of the grievance at Step 1 and shall issue a written decision to the grievant and the
584 grievant's representative, if any, within thirty (30) days following the meeting.

585 11.10 Step 2.

586 A. If the grievance has not been satisfactorily resolved at Step 1, the grievant may, on
587 the form contained in Appendix D, file a request for review with the Provost or
588 representative within fifteen (15) days following the receipt of the Step 1 decision. The
589 request shall include a copy of the grievance form filed at Step 1 and all written
590 responses and documents in support of the grievance filed at Step 1 and a copy of the
591 Step 1 decision. No additional allegations of violations may be introduced at Step 2.

592 B. The Provost or representative shall schedule a meeting with the UFF-USF- GAU
593 grievance representative within fifteen (15) days after the filing of the grievance and
594 shall issue a written decision to the grievant and the grievant's representative, if any,
595 within thirty (30) days following the meeting.

596 11.11 Step 3. If the grievance has not been satisfactorily resolved at Step 2, UFF-USF- GAU
597 may, upon the request of the grievant, proceed to arbitration by filing a written notice of intent to
598 do so on a form contained in Appendix E. Notice of intent to proceed to arbitration must be filed
599 with the Office of the General Counsel within thirty (30) days after receipt of the Step 2 decision
600 and shall be signed by the grievant and the UFF- USF-GAU President or representative.

601 11.12 Selection of Arbitrator. Representatives of the University and UFF-USF-GAU shall meet
602 within ninety (90) days after the execution of this Agreement for the purpose of selecting a five
603 (5) member Arbitration Panel. Within fifteen (15) days after receipt of a Notice of Arbitration,
604 representatives of the University and UFF-USF-GAU shall meet for the purpose of selecting an
605 arbitrator from the Panel. Selection shall be by mutual agreement or by alternately striking
606 names from the Arbitration Panel list until one (1) name remains. The winner of a coin toss shall
607 be the first to strike a name from the list. If the University and the UFF-USF-GAU are unable to
608 agree on a panel of arbitrators, they shall follow the normal American Arbitration Association
609 procedure for the selection of an arbitrator. The University and the UFF-USF-GAU may mutually
610 select as the arbitrator an individual who is not a member of the Arbitration Panel. The
611 arbitration shall be concluded within ninety (90) days following the selection of the arbitrator.

612 11.13 Authority of the Arbitrator.

613 A. The arbitrator shall neither add to, subtract from, modify, nor alter the terms or
614 provisions of this Agreement. The arbitration decision shall be confined solely to the
615 application and/or interpretation of this Agreement and the precise issue(s) submitted for
616 arbitration. The arbitrator shall have no authority to determine any other issue. The
617 arbitrator shall refrain from issuing any statements of opinion or conclusions not
618 essential to the determination of the issues submitted.

619 B. If a supervisor has made a judgment involving the exercise of discretion, such as
620 decisions regarding evaluation, the arbitrator shall not substitute the arbitrator's
621 judgment for that of the supervisor, nor shall the arbitrator review such decision except
622 for the purpose of determining whether the decision has violated this Agreement.

623 C. If the arbitrator determines that the Agreement has been violated, the arbitrator shall
624 direct the University to take appropriate action. An arbitrator may award back pay if the
625 arbitrator determines that the employee is not receiving the appropriate compensation
626 from the University, but the arbitrator may not award other monetary damages or
627 penalties.

628 D. If notice that further employment will not be offered is not given on time, the
629 arbitrator may direct the University to renew the appointment only upon a finding that no
630 other remedy is adequate, and that the notice was given so late that (1) the employee
631 was deprived of reasonable opportunity to seek other employment, or (2) the employee
632 actually rejected an offer of comparable employment that the employee otherwise would
633 have accepted.

634 11.14 Burden of Proof. In all grievances except disciplinary grievances, the burden of proof
635 shall be on the employee. In disciplinary grievances, the burden of proof shall be on the
636 University.

637 11.15 Arbitrability. In any proceeding, the first matter to be decided is the arbitrator's
638 jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that the
639 arbitrator has no such power, the arbitrator shall make no decision or recommendation as to the
640 merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally
641 proceed with the hearing at that time, provided that either the University or the UFF-USF-GAU
642 may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on
643 the merits of the grievance delayed until such review is completed, pursuant to Section 682.03,
644 Florida Statutes.

645 11.16 Conduct of Hearing.

646 A. The arbitrator shall hold the hearing in Tampa, Florida, unless otherwise agreed by
647 the University and the UFF-USF-GAU. The hearing shall commence within sixty (60)
648 days of the arbitrator's acceptance of selection or as soon thereafter as is practicable,
649 and the arbitrator shall issue the decision within forty- five (45) days of the close of the
650 hearing or the submission of briefs, whichever is later, unless additional time is agreed
651 to by the University and the UFF-USF- GAU.

652 B. The decision shall be in writing and shall set forth findings of fact, reasoning, and
653 conclusions on the issues submitted. Except as expressly specified in this Article, the
654 provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply.
655 Except as modified by the provisions of this Agreement or by other agreement of the
656 University and the UFF-USF-GAU, arbitration proceedings shall be conducted in
657 accordance with the rules and procedures of the American Arbitration Association.

658 11.17 Effect of Decision. The decision or award of the arbitrator shall be final and binding upon
659 the University, UFF-USF-GAU, and the grievant, provided that either the University or the UFF-
660 USF-GAU may appeal to an appropriate court of law a decision that was rendered by the
661 arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Section 682,
662 Florida Statutes.

663 11.18 Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally
664 between the University and the UFF-USF-GAU. Each party shall bear the cost of preparing and
665 presenting its own case. The party desiring a transcript of the arbitration proceedings shall
666 provide written notice to the other party of its intention to have a transcript of the arbitration
667 made at least one (1) week prior to the date of the arbitration. The party desiring such transcript
668 shall be responsible for scheduling a stenotype reporter to record the proceedings. The
669 University and the UFF-USF-GAU shall share equally the appearance fee of the stenotype
670 reporter and the cost of obtaining an original transcript and one (1) copy for the party originally

671 requesting a transcript of the proceedings. The requesting party shall, at its expense, photocopy
672 the copy of the transcript received from the reporter and deliver the photocopy to the other party
673 within five (5) days after receiving the copy of the transcript from the reporter.

674 11.19 Time Limits. All time limits contained in this Article may be extended by written mutual
675 agreement of the University and the UFF-USF-GAU, except the time limits for the initial filing of
676 a grievance. Upon failure of the University to provide a decision within the time limits provided in
677 this Article, the grievant or UFF-USF-GAU, where appropriate, may appeal to the next step,
678 provided that the appeal is filed at the next step within fifteen (15) days from the date the prior
679 step decision was due. Upon the failure of the grievant or UFF-USF-GAU, where appropriate, to
680 file an appeal within the time limits provided in this Article, the grievance shall be deemed to
681 have been resolved by the decision at the prior step.

682 11.20 Notification. All grievances, requests for review, notices, and decisions shall be
683 transmitted in person or by certified or registered mail, restricted delivery, return receipt
684 requested. In the event of a question as to the timeliness of any grievance, request for review,
685 notice, or decision, the date of receipt executed by the office receiving the grievance, request for
686 review, notice, or decision; or the date of mailing as determined by the postmark shall be
687 determinative. In the event that any action falls due on a day when the University is closed for
688 normal business, the action will be considered timely if it is accomplished by 5:00 p.m. on the
689 following business day.

690 11.21 Precedent. No complaint informally resolved or grievance resolved prior to arbitration
691 shall constitute a precedent for any purpose unless agreed to in writing by the University and
692 UFF-USF-GAU.

693 11.22 Retroactivity. An arbitrator's award may or may not be retroactive as the equities of
694 each case may demand, but in no case shall an award be retroactive to a date earlier than
695 thirty-five (35) days prior to the date the grievance was initially filed in accordance with this
696 Article or the date on which the act or omission occurred, whichever is later.

697 11.23 Processing. The filing or pendency of any grievance, or of arbitration proceedings, under
698 this Article shall not operate to impede, preclude, or delay the University from taking the action
699 complained of. Reasonable efforts, including the shortening of time limits when practical, shall
700 be made to conclude the processing of a grievance prior to the expiration of the grievant's
701 employment, whether by termination or failure to reappoint. In no event shall any employee, as
702 a result of a pending grievance, receive compensation following cessation of employment.

703 11.24 Reprisal. No reprisal of any kind will be made by the University, UFF-USF-GAU or their
704 representatives against any grievant, any witness, any UFF-USF-GAU representative, or any
705 other participant in the grievance procedure by reason of such participation.

706 11.25 Records. All written materials pertinent to a grievance shall be filed separately from the
707 evaluation file of the grievant or witnesses, except decisions resulting from arbitration or
708 settlement.

709

Article 12

710

Matriculation and Tuition Payment Program

711 12.1 Intent. Payment by the University of matriculation fees for graduate assistants and non-
712 resident tuition charges for all out-of-state graduate assistants, which results in those
713 employees not paying such charges is highly desirable in order to attract high quality graduate
714 students to the University and to improve the quality of education therein.

715 12.2 Tuition Payment Program.

716 A. The University and the UFF-USF-GAU will continue to seek legislative funding to
717 meet the costs associated with the matriculation and tuition payment program. A
718 graduate assistant appointment shall result in eligibility for the tuition payment program.
719 Tuition payment shall be for at least the minimum number of credit hours necessary to
720 maintain the graduate assistantship. If sufficient funds are not available to provide all
721 graduate assistants with such tuition payment, first consideration for receipt of these
722 payments shall be given to graduate assistants who are employed for .25 FTE or more
723 for at least one semester during the prior academic year and who are students in good
724 standing.

725 B. In order to supplement the funding provided by the Legislature for this program and
726 following the practice of other major research institutions throughout the country, the
727 University shall encourage those individuals who make application for contracts or
728 grants to incorporate the costs of the matriculation and tuition charges which are
729 associated with graduate assistants who are to be supported by such contract or grant
730 into the contract or grant proposal.

731 12.3 Right to Request Information. The GAU shall have the right to request information
732 provided in Chapter 447, Part 2, Florida Statutes, titled Labor Organizations, Public Employees.

733 12.4 Notice for Tuition Waivers

734 A. Fall Tuition Waivers. Employees serving in at least one (1) semester appointment
735 during the Fall academic term shall be provided with a notice of tuition waiver by
736 July 1.

737 B. Spring Appointments. Employees who will be offered an appointment to commence
738 at the start of the Spring semester shall be provided with a notice of tuition waiver
739 by November 30.

740 **Article 13**

741 **Reserved Rights**

742 13.1 Reservation of Rights. The University retains and reserves to itself all rights, powers, and
743 authority vested in it, whether exercised or not, including but not limited to the right to plan,
744 manage, and control the University and in all respects carry out the ordinary and customary
745 functions of management.

746 13.2 Limitations. All such rights, powers, and authority are retained by the University subject
747 only to those limitations expressly imposed by this Agreement. Only violations of such
748 limitations shall be subject to Article 11, Grievance Procedure.

749 **Article 14**

750 **Use of Facilities**

751 14.1 University Facilities. UFF-USF-GAU shall have the right to use University facilities for
752 meetings and all other services on the same basis as they are generally available to other
753 University-related organizations. University-related organizations are defined as follows:

754 University-related Groups and Organizations. Those groups and organizations may or may not
755 receive budgetary support. Examples of such groups include: student organizations, honor
756 societies, fraternities, sororities, alumni associations and faculty committees, career service staff
757 council, direct support organizations, The United Faculty of Florida, etc.

758 14.2 Bulletin Boards. UFF-USF-GAU may post bulletins and notices relevant to its position as
759 the collective bargaining representative of the employees on one (1) bulletin board in each
760 department in which employees work. The University shall notify the UFF- USF-GAU of the
761 location of said bulletin boards upon request. Materials placed on the designated bulletin boards
762 may not be used for election campaigns, for public office or for exclusive representation
763 campaigns. A copy of union-related postings will be provided to the Office of the Graduate Dean
764 simultaneous to the time of posting.

765 14.3 Office Space: The University will provide an office to UFF-USF-GAU.

766 **Article 15**

767 **Union Deductions**

768 15.1 Deductions. Pursuant to the provisions of Section 447.303, Florida Statutes, the University
769 and UFF-USF-GAU hereby agree to the deduction and remittance of UFF- USF- GAU
770 membership dues and uniform assessments.

771 15.2 Procedure. During the term of this Agreement, the University agrees to deduct UFF- USF-
772 GAU membership dues and uniform assessments, if any, in an amount established by UFF-
773 USF-GAU and certified in writing by the UFF-USF-GAU to the University, from the pay of those
774 employees in the bargaining unit who individually and voluntarily make such request on a
775 written dues deduction authorization form as provided herein, as follows:

776 A. Commencement of Deduction. Deductions will be made beginning with the first full
777 pay period following receipt of check-off authorization by the University before the
778 established processing deadline as noted in the Payroll Bi-Weekly Processing Schedule.

779 B. UFF-USF-GAU shall give written notice to the University of any changes in its dues
780 at least forty-five (45) days prior to the effective date of any such change.

781 C. Remittance. The dues deducted shall be remitted by the University to the UFF- USF-
782 GAU within thirty (30) days following the end of the pay period. Accompanying each
783 remittance shall be a list of the employees from whose salaries such deductions were
784 made and the amounts deducted.

785 D. Termination of Deduction. The University's responsibility for deducting dues and
786 uniform assessments, if any, from an employee's salary shall terminate automatically
787 upon either (1) thirty (30) days written notice from the employee to the University
788 personnel office revoking that employee's prior dues deduction authorization, or (2) the
789 discontinuance of the authorizing employee's status within the bargaining unit. The
790 University shall provide a bi-weekly report of dues deductions containing the name and
791 employee identification of each employee and the amount of dues deducted.

792 15.3 Indemnification. UFF-USF-GAU assumes responsibility for: (1) all claims against the
793 University, including the cost of defending such actions, arising from their compliance with this
794 Article, and for (2) all monies deducted under this Article and remitted to UFF-USF- GAU. UFF-
795 USF-GAU shall promptly refund to the University excess monies received under this Article.

796 15.4 Exceptions. The University will not deduct any UFF-USF-GAU fines, penalties, or special
797 assessments from the pay of any employee.

798 **Article 16**

799 **Deduction**

800 The University agrees to provide one (1) payroll deduction per employee per pay period for the
801 UFF-USF-GAU voluntary economic services programs. It is understood that all such programs
802 and deductions will meet requirements of State and Board rules and regulations

803

Article 17

804

Miscellaneous Provisions

805 17.1 No Strike or Lockout. The University agrees that there will be no lockout at the University
806 during the term of this Agreement. UFF-USF-GAU agrees that there will be no strike by itself or
807 by any employees during the term of the Agreement.

808 17.2 Effect of Passage of Law. Any provision of this Agreement which is contrary to law, but
809 becomes legal during the term of this Agreement, shall take immediate effect upon the
810 enactment of such legislation.

811 17.3 Venue. For purposes of venue in any judicial review of an arbitrator's decision, the parties
812 elect to submit themselves to the jurisdiction of the courts in Hillsborough County, Florida. In an
813 action commenced in Hillsborough County, neither USF nor UFF- USF-GAU will move for a
814 change of venue based upon the defendant's residence in fact if other than Hillsborough County.

815 17.4 Copies of Agreement. The Board agrees to make the Agreement available in electronic
816 format on its website. The Union may notify its membership of the web location.

817 17.5 Class Titles. Whenever the University creates a new class for graduate assistant or
818 student employees, it shall designate such class as being either within or outside the bargaining
819 unit and shall notify UFF-USF-GAU. Further, if the University revises the specifications of an
820 existing class in the graduate assistant series so that its bargaining unit designation is changed,
821 it shall notify UFF-USF-GAU of such new designation. Within ten (10) days following such
822 notification, UFF-USF-GAU may request a meeting for the purpose of discussing the
823 designation. If, following such discussion, UFF-USF- GAU disagrees with the designation, it
824 may request the Florida Public Employees Relations Commission to resolve the dispute through
825 unit clarification proceedings. An employee may request a review of the appropriateness of the
826 employee's classification by the appropriate University office. The matter shall not be subject to
827 Article 11, Grievance Procedure.

828 17.6 A. Report to UFF-USF-GAU. The University shall provide the following reports to UFF-
829 USF-GAU:

830 (1) The University shall provide a report containing directory information, including
831 campus mail addresses and campus e-mail address if the GA has authorized the
832 University to release this information to the UFF-USF-GAU, by the third week of each
833 semester if practicable.

834 (2) Each semester, the University shall provide, upon request, the following reports with
835 no specific student identifiers:

836 a. GA Summary Report to include the following information:
837 (i) Class title/code
838 (ii) Hiring/academic department
839 (iii) Academic level (e.g., Doctoral, Master's)
840 (iv) Rate of pay
841 (v) FTE

842 b. Matriculation, tuition, and fee payment program report.
843 c. GA Health Insurance participant report.

844 (3) All reports shall be provided in an electronic, delimited format, such as Excel,
845 where practicable.

846 (4) UFF-USF-GAU agrees to pay reasonable costs associated with preparation of the
847 reports contained herein and in Article 17.6 B.

848 B. Email addresses of graduate students shall be provided no later than the third week of the
849 semester, if practicable, to the local UFF-USF-GAU for all graduate students who have
850 affirmatively released this information pursuant to Article 2.1 (O).

851 17.7 Dissemination of Information. The University agrees to work with the UFF-USF-GAU to
852 disseminate information regarding contract management, labor-management relations and other
853 items of mutual interest. The Graduate School will make reasonable, good faith efforts to
854 provide to UFF-USF-GAU via email any information disseminated by any other means other
855 than email to every graduate student related to all issues concerning graduate assistant
856 employment or assignments.

857 **Article 18**

858 **Other Employee Rights**

859 18.1 Work Space. If the University requires that the assigned duties of an employee be
860 performed in a specific on-campus location, other than the computer center or the library, the
861 University shall provide space for such assignment. If practicable, space shall be provided
862 where private consultations with employee's students, if any, may be held. Before an
863 employee's work space location is changed, or before there is a substantial alteration to an
864 employee's work space to a degree that impedes the employee's work effectiveness, the
865 affected employee shall be notified.

866 18.2 Mail. Employees shall be entitled to receive employment-related and U.S. mail at their
867 work location. Each department or unit shall make available a convenient receptacle for
868 employees to receive such mail and shall notify each employee of its location. Where a shared
869 mail receptacle is used, graduate assistants should instruct their students to use sealed
870 envelopes for confidential correspondence.

871 18.3 Safe Conditions. The University shall make every reasonable effort to provide employees
872 a safe working environment. Employees are responsible for immediately reporting situations
873 involving unsafe working conditions to appropriate administrators. Appropriate administrators
874 include, but are not limited to, the employee's immediate supervisor, graduate coordinator,
875 department chair, Dean, or the Director of Environmental Health and Safety. Whenever an
876 employee reports a condition which the employee feels represents a violation of safety or health
877 rules and regulations or which is an unreasonable hazard to persons or property, such
878 conditions shall be promptly investigated. The appropriate administrator will reply to the
879 employee and in appropriate situations may notify other employees.

880 18.4 Limitation on Personal Liability. In the event an employee is sued for an act, event, or
881 omission which may fall within the scope of Section 768.28, Florida Statutes, the employee

882 should notify the Graduate Dean's office as soon as possible after receipt of the summons
883 commencing the action in order that the University may fulfill its obligation. Failure to notify the
884 employer promptly may affect the rights of the parties.

885 18.5 Access to Resources. The University shall provide employees access to office space,
886 desk space, telephone service, computers, storage space, office supplies, texts and/or reading
887 materials, photocopy services, fax services, and office, laboratory, studio, and/or instructional
888 equipment, for use in completing their assigned instructional or research responsibilities.

889 18.6 Health Insurance Policy. The parties agree that accessible and affordable health
890 insurance for all graduate assistants is highly desirable in order to attract high quality graduate
891 students to the University. The University shall provide health insurance as agreed to in Article
892 23.2.

893 18.7 Health Insurance Committee. The UFF-USF-GAU President will appoint one (1) employee
894 to serve on the University's Student Health Insurance Committee.

895 18.8 Personnel Rules. Any personnel regulations or procedures not addressed in this
896 Agreement shall be addressed as provided in University regulations or procedures, provided
897 that nothing herein shall be construed to waive the various right to consultation or bargaining as
898 provided by law.

899 **Article 19**

900 **Totality of Agreement**

901 19.1 Limitation. The University and the UFF-USF-GAU acknowledge that during the
902 negotiations which resulted in this Agreement, UFF-USF-GAU had the unlimited right and
903 opportunity to present demands and proposals with respect to any and all matters lawfully
904 subject to collective bargaining, and that all of the understandings and agreements arrived at
905 thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement
906 between the University and the UFF-USF-GAU for its duration.

907 19.2 No Obligation to Bargain. Therefore, the University and UFF-USF-GAU, during the term of
908 this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not
909 be obligated, to bargain collectively with respect to any subject or matter, whether or not
910 referred to or covered by this Agreement, even though such subject or matter may not have
911 been within the knowledge or contemplation of the University and the UFF-USF- GAU at the
912 time they negotiated or signed this Agreement.

913 19.3 Modifications. Nothing herein shall, however, preclude the University and the UFF- USF-
914 GAU from mutually agreeing to alter, amend, delete, enlarge, or modify any of the provisions of
915 this Agreement in writing.

916

Article 20

917

Severability

918 In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by
919 final decision of tribunal of competent jurisdiction, or (b) is rendered invalid by reason of
920 subsequently enacted legislation, or (c) shall have the effect of a loss to the State of Florida, the
921 State University System, or the University funds, property, or services made available through
922 federal law or (d) pursuant to Section 447.309(3), Florida Statutes, can take effect only upon the
923 amendment of a law, rule or regulation and the governmental body having such amendatory
924 powers fails to take appropriate legislative action, then that provision shall be of no force or
925 effect, but the remainder of the Agreement shall continue in full force and effect. If a provision of
926 this Agreement fails for reason (a), (b), or (c) above, the University and the UFF- USF-GAU
927 shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory
928 replacement for such provision.

929

Article 21

930

Amendment and Duration

931 **21.1 Duration.** The Agreement shall become effective on July 1, 2014 2017, and remain in
932 effect through June 30, 2017 2020 with the following exceptions: Negotiations for a successor
933 agreement shall begin upon request of either party, but no later than March 1, 2020.

934 **A.** Re-opener negotiations shall begin upon the request by either party no later than
935 May 15th of each contract year. Subjects for such renegotiations shall be Stipends
936 (Article 23) and, in addition, each party may choose up to two additional articles.

937 **B.** Negotiations for a successor agreement shall begin upon request by either party,
938 but no later than March 1, 2017.

939 **21.2 Amendments.** In the event the University and UFF-USF-GAU negotiate a mutually
940 acceptable amendment agreement, or Memorandum of Understanding, it shall be put in writing
941 and become part of this Agreement upon ratification by both parties.

942
943 **21.3 Notice.** Any notice sent pursuant to this Agreement shall be sent via e-mail and/or certified
944 mail.

945 **A.** UFF-USF-GAU shall be contacted through on-campus address and e-mail of the
946 President and Bargaining Chair of the executive board of GAU.

947 **B.** The University shall be contacted through on-campus address and e-mail of the
948 Associate Vice President of Human Resources or other designated representative.

949

Article 22

950

Amendment and Duration

951
952 **22.1 Bargaining unit -** means those employees, collectively, represented for collective
953 bargaining purposes by UFF-USF-GAU pursuant to the certification of the Florida Public

- 954 Employees Relations Commission.
- 955 22.2 USF or University - means the University of South Florida, its Board of Trustees,
956 President and staff.
- 957 22.3 Days - means calendar days.
- 958 22.4 Employee - means a member of the bargaining unit.
- 959 22.5 Faculty supervisor - means the individual identified by the President or representative as
960 having immediate administrative authority over bargaining unit employees.
- 961 22.6 Graduate assistant - means a person employed in the bargaining unit.
- 962 22.7 Outside Activity - means outside employment which interferes with the
963 employee's obligation to the University or which constitutes a conflict of
964 interest.
- 965 22.8 Titles and headings - the title of Articles and headings which precede text are inserted
966 solely for convenience of reference and shall not be deemed to limit or affect the meaning,
967 construction, or effects of any provision of this Agreement.
- 968 22.9 UFF-USF-GAU - means United Faculty of Florida-Graduate Assistants United.

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Article 23

Stipends

23.1 Minimum Stipend. The minimum stipend shall be as follows:

A. **Effective beginning with the Fall 2017~~6~~ Semester:** For students at the masters level, each nine-month employee (19.5 pay periods) on a .50 FTE appointment shall be guaranteed a minimum stipend of ~~\$10,540~~ **\$11,045**. Appointments greater or less than .50 FTE shall be paid at a stipend rate representing a proportion of this minimum as determined by the fractional FTE appointment and the budgeted weeks of activity.

B. **Effective beginning with the Fall 2017 ~~2016~~ Semester:** For students at the doctoral level, each nine-month employee (19.5 pay periods) on a .50 FTE appointment shall be guaranteed a minimum of ~~\$12,600~~ **\$14,500**. Appointments greater or less than .50 FTE but no less than .25 FTE shall be paid at a stipend rate representing a proportion of this minimum as determined by the fractional FTE appointment and the budgeted weeks of activity.

~~C. The University agrees to provide a one time cash bonus of \$500 net to each Graduate Assistant employed at .50FTE and above. The amount shall be pro-rated for appointments less than .50FTE. Payment will be issued within 60 days of ratification by both parties.~~

C. Effective beginning with the Fall 2018 Semester: For students at the masters level, each nine-month employee (19.5 pay periods) on a .50 FTE appointment shall be guaranteed a minimum of **\$11,850**. Appointments greater or less than .50 FTE, but no less than .25 FTE shall be paid at a stipend rate representing a proportion of this minimum as determined by the fractural FTE appointment and the budgeted weeks of activity.

D. Effective beginning with the Fall 2018 Semester: For students at the doctoral level, each nine-month employee (19.5 pay periods) on a .50 FTE appointment shall be guaranteed a minimum of **\$16,080**. Appointments greater or less than .50 FTE, but no less than .25 FTE shall be paid at a stipend rate representing a proportion of this minimum as determined by the fractural FTE appointment and the budgeted weeks of activity.

E. Effective beginning with the Fall 2019 Semester: For students at the masters level, each nine-month employee (19.5 pay periods) on a .50 FTE appointment shall be guaranteed a minimum of **\$12,500**. Appointments greater or less than .50 FTE, but no less than .25 FTE shall be paid at a stipend rate representing a proportion of this minimum as determined by the fractural FTE appointment and the budgeted weeks of activity.

F. Effective beginning with the Fall 2019 Semester: For students at the doctoral level, each nine-month employee (19.5 pay periods) on a .50 FTE appointment shall be guaranteed a minimum of **\$17,830**. Appointments greater or less than .50 FTE, but no less than .25 FTE shall be paid at a stipend rate representing a proportion of this

1010 minimum as determined by the fractural FTE appointment and the budgeted weeks of
1011 activity.

1012 23.2 Employer's Contribution to Health Insurance.

1013 A. With an effective date beginning with the Fall 2016 semester, the University agrees to
1014 continue to pay health insurance premium up to a maximum \$2,410 annual amount plus
1015 1% above the consumer price index as published by the Bureau of Labor Statistics of
1016 the United States Department of Labor on the preceding July 1 for graduate assistants
1017 appointed at 0.25 FTE or greater who elect coverage under the USF Student Health
1018 Insurance Plan.

1019 B. Payment of the employer contribution will be discontinued or reduced as applicable
1020 under the following circumstances:

- 1021 (1) cessation of the appointment; or
- 1022 (2) reduction of the appointment to less than .25 FTE, as applicable;
- 1023 (3) completion of the hours specified for completion of the degree
1024 requirements of the program in which the employee is enrolled; or
- 1025 (4) failure of the employee to pay the employee portion of the insurance
1026 premium when due.

1027 (5) Such is required by the Affordable Care Act ("ACA")**.

1028 23.3 Departmental Discretion to Provide Stipend Increases. Nothing contained herein shall
1029 prevent departments from paying stipends higher than the minimum specified nor prevent the
1030 University to review market data to determine if increased funding for GA stipends to a specific
1031 department(s) or unit(s) supports market competitiveness. Any such increase in funding to a
1032 department or unit is at the sole discretion of the University, which shall retain this authority for
1033 the duration of this Agreement and which will further continue upon its expiration. The University
1034 will issue a report or other appropriate notification to UFF-USF- GAU on a quarterly basis
1035 indicating the departments or units, if any, that received additional funding levels provided to
1036 increase market competitiveness, and not regularly budgeted amounts paid for GA stipends.
1037 Increased funding for GA stipends under this paragraph is not subject to Article II, Grievance
1038 Procedure and Arbitration.

1039 23.4 Initial Payment. Employees who have turned in paperwork in a timely manner shall
1040 receive their first paycheck not later than four (4) weeks after the first day of the term of their
1041 contract. In the case of administrative error by the University and the employee is not paid on
1042 time, the University shall make a reasonable effort to provide the paycheck to the employee
1043 within one (1) week of notification of the error.

1044 23.5

1045 A. The minimum stipend increases contained in Section 23.1 are contingent upon no
1046 reduction in the University's Performance Based Funding ("PBF") as compared to the
1047 level of PBF on August 1, 2016. To avoid confusion, the PBF Model was approved at
1048 the January 2014 Board of Governors Meeting. The model includes 10 metrics that
1049 evaluate Florida institutions on a range of issues. PBF levels will be calculated on
1050 August 1 in each year of the contract for the purposes of determining if there was a

** Note: The parties agree to reopen this provision upon the request of a party if contributions by the University are not permitted.

1051 reduction in PBF.

1052 B. In the event of a reduction in PBF funding the University shall have the sole
1053 discretion to determine whether to proceed with the increases described in this article.
1054 In the event the University does not proceed with the increases due to reduction in PBF,
1055 the University will notify GAU in writing of its decision ("Notice"). Within 30 (thirty) days
1056 of the University's Notice, the parties will meet to bargain in good faith for an alternate
1057 salary article.

1058 **Article 24**

1059 **Consultation**

1060 24.1 Consultation. The Graduate Dean shall meet with the UFF-USF-GAU Chapter
1061 representatives to discuss matters pertinent to the implementation or administration of this
1062 Agreement, University actions affecting terms and conditions of employment unique to the
1063 University, or any other mutually agreeable matters. Such meetings shall occur once (1) per Fall
1064 semester and once (1) per Spring semester, unless the parties agree otherwise. The party
1065 requesting consultation shall submit a written list of agenda items in advance of the meeting if it
1066 wishes to discuss specific issues.

1067 24.2 Special Consultation. The UFF-USF-GAU may request a special consultation with the
1068 University to discuss enforcement of specific provisions of this Agreement or issues related to
1069 the administration of the Agreement. Such requests for special consultation shall not be
1070 unreasonably denied.

1071 24.3 The parties understand and agree that such meetings held pursuant to Article 24.1 or
1072 24.2 shall not constitute or be used for the purpose of collective bargaining.