
Collective Bargaining Agreement

2011 – 2014

University of South Florida

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United Faculty of Florida/Graduate Assistants United

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Preamble

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

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

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

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

Article 1

Recognition

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

Graduate Research Assistant (Class Code 9182),
Graduate Research Associate (Class Code 9181),
Graduate Teaching Assistant (Class Code 9184),
Graduate Teaching Associate (Class Code 9183),
Graduate Assistant (Class Code 9185), and
Graduate Instructional Assistant (Class Code 9550).

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

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;

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

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

(O) A separate signature block with a statement that the employee's signature below indicates consent by the student to release of his or her campus email address to GAU upon request.

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

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

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

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

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

practicable.

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

2.5 Changes in appointment.

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

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

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

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

- (1) Include in the notice of non-reappointment that the action is taken as a result of adverse financial conditions and does not reflect on the performance of the employee; and
- (2) Make reasonable efforts to assist the employee in finding alternate employment through consideration for other vacancies appropriate for the skills of the employee.

D. The University shall provide written notice of non-reappointment. The notice shall include a statement which indicates that the action is grievable under the provisions of the USF/UFF-USF-GAU Collective Bargaining Agreement. Deadline for notices of non-reappointment shall be April 30 and August 30 as specified in 2.4 A and B respectively.

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

Article 3

Employment Performance Evaluation

3.1 Policy. A comprehensive annual performance appraisal for each employee, whose term of appointment is one (1) semester or longer, shall be evaluated in writing once during each such appointment. The University-wide comprehensive annual performance appraisal format will be used for all appraisals. The employment evaluation

shall include evaluation of assigned duties and such other responsibilities as are appropriate to the assignment. Additional consideration will be given to the satisfactory progress towards completion of the degree program according to University policy. Personnel decisions shall take such employment evaluations into account, provided that personnel decisions need not be based solely on written employment performance evaluations. The Graduate Program Director will certify completion of the annual performance appraisal for each employee to the Graduate School.

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

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

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

(2) A concise written comment by the observer regarding the observation or visitation shall be placed in the evaluation file. A copy of such comment shall be given to the employee no later than two (2) weeks following the observation, unless the employee and observer agree to extend the time period or there is a documented unavailability of either party. Such comment shall not be grievable; however, the employee shall have the right to respond in writing and shall have such response attached. The employee shall have the right, to be exercised within three (3) working days after the meeting with the observer, to request in writing an additional observation or visitation by a different observer. Such additional observation or visitation shall be accomplished prior to the end of the semester, and shall be placed in the evaluation file. The employee shall have the right to respond to this observation also and have the response attached.

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

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

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

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

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

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

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

Article 5

Academic Freedom and Responsibility

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

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

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

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

Article 6

Workload

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

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

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

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

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

Article 7

Outside Activity/Conflict of Interest

7.1 Policy. Outside employment or other activities that interfere with an employee's obligation to the University or that constitute a conflict of interest are prohibited. No employee who engages in outside employment or other activity shall claim to be an official University representative in connection with an outside employment or other activity. No employee may use University personnel, equipment, or facilities in

connection with the outside employment or activity without prior approval of the President or representative. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.

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

Article 8

Nondiscrimination

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

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

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

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

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

Article 9

Copyrights and Patents

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

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

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

9.4 Reporting Procedures. The employee shall report directly to USF Division of Patents and Licensing the nature of the discovery or new invention, together with an outline of the project and the conditions under which it was done. If the University wishes to assert its interest in the patent, the USF Division of Patents and Licensing shall inform the employee within a maximum of one hundred and thirty-five (135) days. It is understood that every effort shall be made at appropriate administrative levels to expedite the decision-making process to minimize the time involved. The division of proceeds between the University and the employee generated by the licensing of patent rights or trade secrets shall be negotiated and reflected in a written contract between the University and the employee. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring agencies, but the employee shall not commit any act which would tend to defeat the University's interest in the matter, and the University shall take any necessary steps to protect such interest.

Article 10

Leaves of Absence and Other Leave

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

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

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

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

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

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

10.4 Release Time.

A. A unit of release time shall equal 10 hours per week. Release time may be allocated in increments of 5 or 10 hours per week. The University agrees to provide up to 1.5 total units of release time per semester during the academic year (Fall and Spring) and 1 total unit of release time during the Summer semester to employees designated by the UFF-USF-GAU for the purpose of carrying out the UFF-USF-GAU's obligations in representing employees and administering this Agreement. The UFF-USF-GAU may designate employees to receive this release time subject to the following conditions:

(1) No more than one employee per department may be granted release time at any one time, unless that department employs more than twenty-five (25) employees.

(2) The award of release time shall not reduce the workload obligation of a teaching assistant below 10 hours per week. The award of release time shall not reduce the workload obligation of a graduate assistant below 5 hours per week.

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

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

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

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

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

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

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

Article 11

Grievance Procedure and Arbitration

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

11.2 Resort to Other Procedures. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, an employee or UFF-USF-GAU seeks resolution of the matter in any other forum, whether administrative or judicial, the employer shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. Further, since the University and the UFF-USF-GAU do not intend that this grievance procedure be a device for appellate review, the University's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.

11.3 Definitions. As used herein:

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

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

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

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

11.6 Appearances.

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

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

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

Formal Grievance Procedure

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

11.9 Step 1.

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

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

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

11.10 Step 2.

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

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

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

11.12 Selection of Arbitrator. Representatives of the University and UFF-USF-GAU shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting a five (5) member Arbitration Panel. Within fifteen (15) days after receipt of a Notice of Arbitration, representatives of the University and UFF-USF-GAU shall meet for the purpose of selecting an arbitrator from the Panel. Selection shall be by mutual agreement or by alternately striking names from the Arbitration Panel list until one (1) name remains. The winner of a coin toss shall be the first to strike a name from the list. If the University and the UFF-USF-GAU are unable to agree on a panel of arbitrators, they shall follow the normal American Arbitration Association procedure for the selection

of an arbitrator. The University and the UFF-USF-GAU may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel. The arbitration shall be concluded within ninety (90) days following the selection of the arbitrator.

11.13 Authority of the Arbitrator.

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

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

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

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

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

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

11.16 Conduct of Hearing.

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

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

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

11.18 Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the University and the UFF-USF-GAU. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one (1) week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The University and the UFF-USF-GAU shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an original transcript and one (1) copy for the party originally requesting a transcript of the proceedings. The requesting party shall, at its expense, photocopy the copy of the transcript received from the reporter and deliver the photocopy to the other party within five (5) days after receiving the copy of the transcript from the reporter.

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

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

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

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

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

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

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

Article 12

Matriculation and Tuition Payment Program

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

12.2 Tuition Payment Program.

A. The University and the UFF-USF-GAU will continue to seek legislative funding to meet the costs associated with the matriculation and tuition payment program. A graduate assistant appointment shall result in eligibility for the tuition payment program. Tuition payment shall be for at least the minimum number of

credit hours necessary to maintain the graduate assistantship. If sufficient funds are not available to provide all graduate assistants with such tuition payment, first consideration for receipt of these payments shall be given to graduate assistants who are employed for .25 FTE or more for at least one semester during the prior academic year and who are students in good standing.

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

12.3 Excess funds. The UFF-USF-GAU may request a consultation with the Graduate Dean or his/her representative regarding the distribution of funds in excess of those needed to fund the tuition payments described in Article 12.2.

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

Article 13

Reserved Rights

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

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

Article 14

Use of Facilities

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

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

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

14.3 UFF-USF-GAU Leaves of Absence.

A. At the request of UFF-USF-GAU in writing, leaves of absence of at least one (1) semester shall be granted to a maximum of three (3) employees designated by UFF-USF-GAU for the purpose of carrying out UFF-USF-GAU's obligation in representing employees and administering this Agreement. Such leave shall be for the employee's FTE rate, i.e., .50 FTE, .33 FTE, etc.

B. No more than one (1) employee from a single department need be given such leave.

C. UFF-USF-GAU shall reimburse the University for the employee's salary and other benefits.

Article 15

Union Deductions

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

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

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

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

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

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

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

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

Article 16

Deduction

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

Article 17

Miscellaneous Provisions

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

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

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

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

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

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

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

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

a. GA Summary Report to include the following information:

- (i) Class title/code
- (ii) Hiring/academic department
- (iii) Academic level (e.g., Doctoral, Master's)
- (iv) Rate of pay
- (v) FTE

b. Matriculation, tuition, and fee payment program report.

c. GA Health Insurance participant report.

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

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

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

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

Article 18

Other Employee Rights

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

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

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

18.4 **Limitation on Personal Liability.** In the event an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee should notify the Graduate Dean's office as soon as possible after receipt of the summons commencing the action in order that the University may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.

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

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

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

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

Article 19

Totality of Agreement

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

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

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

Article 20

Severability

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

Article 21

Amendment and Duration

21.1 Duration. The Agreement shall become effective on the date it is ratified by both parties and remain in effect through June 30, 2014.

21.2 Amendments. In the event the University and UFF-USF-GAU negotiate a mutually acceptable amendment, it shall be put in writing and become part of this Agreement upon ratification by both the University and the UFF-USF-GAU.

21.3 Reopeners. No later than April 15, 2012 and April 15, 2013 the parties shall meet to begin reopener negotiations. Reopener negotiations shall be held on stipends and one additional article identified by each party, if any.

21.4 Successor Agreement. Negotiations of the successor agreement shall commence no later than January 15, 2014.

Article 22

Definitions

22.1 Bargaining unit – means those employees, collectively, represented for collective bargaining purposes by UFF-USF-GAU pursuant to the certification of the Florida Public Employees Relations Commission.

22.2 USF or University – means the University of South Florida, its Board of Trustees, President and staff.

22.3 Days – means calendar days.

22.4 Employee – means a member of the bargaining unit.

22.5 Faculty supervisor – means the individual identified by the President or representative as having immediate administrative authority over bargaining unit employees.

22.6 Graduate assistant – means a person employed in the bargaining unit.

22.7 Outside Activity – means outside employment which interferes with the employee's obligation to the University or which constitutes a conflict of interest.

22.8 Titles and headings – the title of Articles and headings which precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effects of any provision of this Agreement.

22.9 UFF-USF-GAU – means United Faculty of Florida-Graduate Assistants United.

Article 23
Stipends

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

A. 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 \$9,180. 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. 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 \$10,455. 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.

23.2 Employer's Contribution to Health Insurance.

A. The University will pay \$1,806/year of the health insurance premium for individual coverage of those employees on at least a .50 FTE appointment who elect coverage under the USF Student Health Insurance Plan. The University will pay \$1,355/year of the health insurance premium for individual coverage of those employees on at least a .25 FTE appointment who elect coverage under the USF Student Health Insurance Plan. The employer contribution will be paid directly to the insurer. The employee is responsible for payment of the remainder of the insurance premium for coverage selected by the employee.

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

- (1) cessation of the appointment; or
- (2) reduction of the appointment to less than .50 FTE or less than .25 FTE, as applicable;
- (3) completion of the hours specified for completion of the degree requirements of the program in which the employee is enrolled; or
- (4) failure of the employee to pay the employee portion of the insurance premium when due.

23.3 Departmental Discretion to Provide Stipend Increases. Nothing contained herein shall prevent departments from paying stipends higher than the minimum specified nor prevent the University to review market data to determine if increased funding for GA stipends to a specific department(s) or unit(s) supports market competitiveness. Any such increase in funding to a department or unit is at the sole discretion of the University, which shall retain this authority for the duration of this Agreement and which

will further continue upon its expiration. The University will issue a report or other appropriate notification to UFF-USF-GAU on a quarterly basis indicating the departments or units, if any, that received additional funding levels provided to increase market competitiveness, and not regularly budgeted amounts paid for GA stipends. Increased funding for GA stipends under this paragraph is not subject to Article II, Grievance Procedure and Arbitration.

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

Article 24

Consultation

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

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

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

IN WITNESS THEREOF, the parties have set their signatures this _____ day of _____, 2011.

FOR THE UNIVERSITY OF SOUTH
FLORIDA BOARD OF TRUSTEES

FOR UNITED FACULTY OF FLORIDA/
GRADUATE ASSISTANTS UNITED

Judy Genshaft
President

Jason L. Simms
President UFF-USF-GAU

Kofi Glover
Chief Negotiator

Michael L. Moats
UFF-USF-GAU

Terri Drye
Kofi Glover
Karen Liller
John Curran
Gerard Solis
Olga Joanow

Appendix A
Reserved

Appendix B

**Dues Check-off Authorization Form
Graduate Assistants Bargaining Unit**

I authorize the University of South Florida, to deduct from my pay, starting with the first full pay period commencing not earlier than seven (7) days from the date this authorization is received by the University, membership dues and uniform assessments of the United Faculty of Florida in such amount as may be established from time to time in accordance with the constitution and bylaws of the UFF-USF-GAU and certified in writing to the University by the UFF-USF-GAU, and I direct that sum or sums so deducted be paid over to the UFF-USF-GAU.

Dues payments to UFF-USF-GAU are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

This authorization shall continue until either (1) revoked by me at any time upon thirty (30) days written notice to the University Human Resources Office, or (2) the discontinuance of my status within this bargaining unit.

| | |
|---------------|----------------------|
| _____ | _____ |
| Date | Employee's Signature |
| _____ | _____ |
| Employee ID # | Name – printed |
| _____ | _____ |
| Department | University |

Effective date if later than above: _____

Please return to your UFF-USF-GAU Chapter Treasurer or the UFF State Office, United Faculty of Florida, 306 East Park Avenue, Tallahassee, FL 32301.

Membership Form
Graduate Assistant Bargaining Unit
United Faculty of Florida (UFF-USF-GAU)

Please PRINT complete information where necessary.

Mr. Ms. Mrs. Dr.

Employee ID #

University

Last Name First Name MI

Home Address Campus Address

Street Department Bldg/Room #

City State Zip Code

Please enroll me as a member of the United Faculty of Florida (UFF-USF-GAU).

All UFF-USF-GAU members are also members of the Florida Education Association, National Education Association, American Federation of Teachers and the AFL-CIO at no additional cost.

UFF-USF-GAU dues are 1 percent of regular salary for members for which the United Faculty of Florida is the bargaining agent.

Dues payments to UFF-USF-GAU are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

Signature of member Date

Return your completed membership form to your local UFF-USF-GAU Chapter Treasurer or the UFF State office, United Faculty of Florida, 306 East Park Avenue, Tallahassee, FL 32301.

**United Faculty of Florida UFF-USF-GAU
UFF PAC
Payroll Deduction Authorization Form**

I authorize the University of South Florida to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven (7) days from the date this authorization is received by the University, contributions to the UFF Political Action Committee in the amount of \$1.00 per pay period, and I direct that the sum so deducted be paid over to the UFF-USF-GAU.

Contributions or gifts to UFF PAC are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The above deduction authorization shall continue until either (1) revoked by me at any time upon thirty (30) days written notice to the University Human Resources Office and to the UFF-USF-GAU, or (2) my transfer or promotion out of this bargaining unit.

| | |
|---------------------|--|
| Signature of member | Date |
| Last Name | First Name MI |
| Department | Employee ID # |

Effective date if later than above: _____

Return to your local UFF-USF-GAU Chapter Treasurer or the UFF State office, United Faculty of Florida, 306 East Park Avenue, Tallahassee, FL 32301.

UFF PAC Form

Please PRINT complete information where necessary.

Mr. Ms. Mrs. Dr.

Employee ID #
University of South Florida

| | | | |
|-----------------------|---------------------|-------------------------|-------------|
| _____ Last Name | | _____ First Name | _____ MI |
| _____ Home Address | | _____ Campus Address | |
| _____ Street | _____ Department | _____ Bldg/Room # | |
| _____ City | _____ State | _____ Zip Code | |

Congressional District _____ Race ____ Sex ____ Birthdate _____

Please enroll me as a member of the United Faculty of Florida Political Action Committee. UFF PAC contributions are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

Signature of member _____
Date

Appendix C
Grievance

I. Grievant

Name: _____

University: _____

College: _____

DEPT: _____

Office _____

Phone: _____

Step I Grievance Representative

Name: _____

Mailing Address: _____

Office _____

Phone: _____

If grievant is represented by UFF-USF-GAU or legal counsel, all University communications should go to the grievant's representative as well as the grievant. Other address to which University mailings pertaining to grievance shall be sent:

II. Grievance

Provisions of Agreement allegedly violated (specify Articles and Sections):

Statement of grievance (must include date of acts or omissions complained of):

Remedy sought:

III. Authorization

I will be represented in this grievance by: (check one – representative must sign on appropriate line):

| | | |
|-------|------------------|-------|
| _____ | UFF-USF- GAU | _____ |
| _____ | Legal Counsel | _____ |
| _____ | Myself | _____ |

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

This grievance was filed with the Associate Provost and Dean of the Graduate Dean on _____, by (check one) mail (certified or registered; restricted delivery; return receipt requested); personal delivery _____.

Signature of Grievant

(Grievant must sign if grievance is to be processed.)

Date received by the Associate Provost and Dean of the Graduate School: _____

Copies of the Step 1 Decision shall be sent to:

- Grievant
- Step 1 Representative
- Faculty Supervisor

Appendix D
Request for Review of Step 1 Decision

I. Grievant
Name: _____

Step I Representative
Name: _____

Office Address:

Mailing Address:

Date of Step 1 Decision:

Provisions of Agreement allegedly violated (as specified at Step 1):

I hereby request that the Provost or representative review the attached decision made in connection with the attached grievance because:

Grievant received decision on _____, and filed his request to review with the Provost's office _____, by (check one): mail (certified or registered; restricted delivery; return receipt requested) _____; personal delivery _____.

Date of Receipt by Provost's Office: _____

Signature of Grievant

I am represented in this grievance by (check one – representative should sign on appropriate line):

| | | |
|-------|---------------|-------|
| _____ | UFF-USF-GAU | _____ |
| _____ | Legal Counsel | _____ |
| _____ | Myself | _____ |

A copy of the following documents must be attached to this Request at the time of its filing with the Provost:

1. Appendix C – Original grievance form filed with the University.
2. Step 1 Decision, if issued by the University.
3. All attachments to the Decision, as required in Articles 11.9 and 11.10.

This Request should be sent to:

Office of Provost

ADM 226

Copies of Step 2 Decision shall be sent to:

Grievant

Step 1 Representative

Step 1 Reviewer

Appendix E
Notice of Arbitration

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the decision of the Provost's office dated _____ and received by the UFF State Office on _____ in this grievance of:

Name: _____

USF FILE NO: _____

The following statement of issue(s) before the Arbitrator is proposed:

The notice was filed with the Office of the General Counsel on _____ by (check one):

_____ Mail (certified or registered, restricted delivery, return receipt requested);

_____ Personal delivery.

Date of receipt by the Office of the General Counsel:

Signature of UFF President or Director of Arbitrations

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the University of South Florida or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

Signature of Grievant

This notice should be sent to:

Office of the General Counsel ADM 250