



## **USF Board of Trustees**

Tuesday, October 12, 2021  
Microsoft Teams Meeting @ 11am

### **A G E N D A**

**I. Call to Order**

Chair Will Weatherford

**II. New Business – Action Item**

- a. FL 101** – Ratify the 2021-2022 CBA  
between USF and AFSCME

Liz Gierbolini, Senior Associate General Counsel

- b. FL 102** – Ratify the updated 2020-2023 CBA  
between USF and PBA

Craig Dawson, Associate General Counsel

- c. FL 103** – Ratify the 2021-2022 CBA extension  
between USF and GAU

Liz Gierbolini, Senior Associate General Counsel

**III. Adjournment**

Chair Weatherford

**Agenda Item: FL 101**

**USF Board of Trustees**  
October 12, 2021

**Issue:** Following a hearing, the Board of Trustees adopted the recommended order from the USF Board of Trustees Labor Committee to resolve the bargaining impasse between USF and the American Federation of State, County and Municipal Employees (AFSCME). The parties have now reduced to writing a Collective Bargaining Agreement (“CBA”) that includes (1) those issues agreed to by the parties, and (2) those disputed issues resolved by the Board at impasse. That new proposed CBA was ratified by AFSCME, and now needs ratification by the Board to go into effect. The CBA would be in effect until June 30, 2022.

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**Proposed action:** Ratify the 2021-2022 CBA between the University of South Florida Board of Trustees and AFSCME.

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**Executive Summary:**

1. The agreement is a one-year contract, which would be effective upon ratification by both parties and would expire on June 30, 2022.
2. The Board resolved the following issues at impasse, as reflected in the attached Order and summarized below for convenience:

**Article 21.** The Final Order includes a 1% bonus and 1% base increase for employees in the AFSCME bargaining unit, with NO retroactive payment.

3. In addition, the parties tentatively agreed to the following provisions in the agreement, as summarized below for convenience (Entire red-lined copy of CBA attached):

**Article 4.1** Added anti-bullying provision.

**Article 5.1** Added language to provide 2 hours of release time per week for the AFSCME president to use for on-campus direct representational duties of in-unit employees.

**Article 8.5** Included language in the contract spelling out the 1-year recall provision for in-unit employees following lay off.

**Article 15.5** Provides a 2% shift differential pay for in-unit employees for hours worked between 7 p.m. and 7 a.m.

**Article 27** This article was modified to reflect the new dates when the CBA is in effect.

(In addition, minor clean-up/typographical corrections were made to miscellaneous provisions of the CBA, as reflected in the red-lined document attached.)

**Financial Impact:** \$1.6 million

This agreement enables the University to promote and sustain a positive working environment, high service quality, and strong staff support through competitive wages.

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**BOT Committee Review Date:** n/a

**Supporting Documentation Online (*please circle*):**

**Yes**

**No**

**Prepared by:** Liz Gierbolini, Senior Associate General Counsel

**University of South Florida Board of Trustees Final  
Order re Impasse Between the University of South Florida Board of Trustees and  
Employees Council 79, American Federation of State, County and  
Municipal Employees, AFL-CIO, Local 3342**

The University of South Florida Board of Trustees, acting through its duly appointed Labor Committee, conducted a public hearing in the matter of the impasse between the University of South Florida Board of Trustees and Employees Council 79, American Federation of State, County and Municipal Employees, AFL-CIO, Local 3342 on July 6, 2021, at 2:00 pm. On August 2, 2021, the Labor Committee's Recommended Order was adopted by the full USF Board of Trustees.

**1. Labor Committee Hearing:**

The hearing was publicly noticed and conducted virtually, livestreamed, and recorded. All members of the Labor Committee were present: Trustee Michael Carrere, Trustee Sandra Callahan, and Trustee Oscar Horton. Appearing for AFSCME was Hector R. Ramos, Coordinator AFSCME Florida Region 2. Appearing for USF Management was John Dickinson, Constangy, Brooks, Smith & Prophete, LLP.

Consistent with sec. 447.403 (4) (c), Florida Statutes, the purpose of the hearing was to permit the Parties to explain their positions with respect to the recommendations of the Special Magistrate recommended order of April 22, 2021 ("Magistrate's Order"). The Special Magistrate's recommended order was based on a prior hearing to determine facts relevant to the dispute and provided recommended decisions on the unresolved contractual issues. Both parties initially filed objections to the Magistrate's Order; however, at the hearing AFSCME withdrew its objections and accepted the recommendations in the Magistrate's Order while USF maintained its objections. Each Party was permitted 15 minutes to address the Magistrate's Order followed by questions from the Labor Committee.

**2. Labor Committee Recommendations:**

After the Parties presented their positions, the Labor Committee publicly deliberated on each issue. The specific issues and determinations were as follows.

**Issue #1 concerned Article 5:** the Special Magistrate recommended that AFSCME be able to distribute AFSCME informational packets during employee orientation.

- Management rejected the recommendation and proposed status quo (i.e., AFSCME materials will not be distributed at orientation)
- AFSCME supported the Magistrate's recommendation

**Labor Committee:** *via unanimous vote (3 affirmative & 0 negative) agreed with Management's position noting that this was a new provision of the Collective Bargaining Agreement ("CBA") and that absent compelling, supported reasons, longstanding*

*provisions of the CBA should not be disturbed or added, and here no such reasons were presented; that there were other readily available means for distributing union materials; and that confusion could result for employees attending orientation that are not covered by the AFSCME bargaining unit.*

**Issue #2 concerned Article 21:** The Special Magistrate recommended that the University increase base wages of bargaining unit employees by 2.5% percent on an effective date determined by the University in the 2021-22 fiscal year, with the employees receiving the increase in the form of a retroactive lump sum payment based 2.5% base increase of the employee's wages calculated from April 1, 2020.

- Management rejected the recommendation and proposed a 1% bonus and a 1% base increase with no retroactive payment
- AFSCME supported the Magistrate's recommendation

**Labor Committee:** *via unanimous vote (3 affirmative & 0 negative) agreed with Management's position noting that the 2% increase (1% bonus and 1% base increase) was in line with historical increases for the AFSCME bargaining units; the Labor committee also found that the 2% increase is comparable to increases to other bargaining units in the 2019-2020 fiscal year; the Labor Committee further noted the University's ongoing budget challenges; the Labor Committee further recommended that the 1% bonus and a 1% base increase should be promptly referred to the full Board and considered prior to the Board's next regularly scheduled meeting on August 24, 2021.*

**Issue #3 concerned Article 21:** The Special Magistrate recommended the University increase the entry level base hourly rate from the current hourly minimum rate of \$10.54 to \$12.00 on July 1, 2021, \$13.00 on July 1, 2022, and \$14.00 on July 1, 2023.

- Management rejected the recommendation and proposed Status Quo (i.e., effectively default to the constitutionally established wage increase schedule)
- AFSCME supported the Special Magistrate's recommendation

**The Labor Committee:** *via unanimous vote (3 affirmative & 0 negative) agreed with management and took notice of the fact that on November 3, 2020, Florida voters approved Amendment 2, which increases the minimum wage to \$15 an hour and amends the Florida's Constitution. Under the amendment, Florida's minimum wage rate (currently, \$8.56) will increase to \$10 an hour in September 2021. The minimum wage then will increase by \$1 each year until it reaches \$15 an hour in 2026. The minimum wage rate applies to all public and private sector employers, regardless of size or number of employees. Under this amendment employers, including USF must use the following hourly minimum wage schedule for non-tipped employees:*

- *Through December 31, 2020 – \$8.56*
- *January 1, 2021 – \$8.65*
- *September 30, 2021 – \$10.00*

- September 30, 2022 – \$11.00
- September 30, 2023 – \$12.00
- September 30, 2024 – \$13.00
- September 30, 2025 – \$14.00
- September 30, 2026 – \$15.00

**Issue #4 concerned Article 21:** The Special Magistrate recommended that the CBA be amended to add a requirement that the University provide AFSCME at least thirty (30) days advance notice of discretionary wage increases.

- Management rejected the recommendation and proposed status quo (i.e., no required notice prior to discretionary increases)
- AFSCME supported the recommendation

**Labor Committee:** *via unanimous vote (3 affirmative & 0 negative) agreed with Management's position noting that this was a new provision of the CBA and that absent compelling, supported reasons, longstanding provisions of the CBA should not be disturbed or added, and here no such reasons were presented; the Labor Committee was also concerned about potential delays in paying of discretionary increases to employees who earned them.*

**Issue #5 concerned Article 21:** The Special Magistrate recommended that the CBA be amended to add a new requirement that the University provide AFSCME with copies of all financial settlement with employees to settle grievances/lawsuits/or other disputes.

- Management rejected the recommendation and proposed status quo (i.e., no required delivery production of settlement agreements)
- AFSCME supported the recommendation

**Labor Committee:** *via unanimous vote (3 affirmative & 0 negative) agreed with Management's position noting that this was a new provision of the CBA and that absent compelling, supported reasons, longstanding provisions of the CBA should not be disturbed or added, and here no such reasons were presented; The Labor Committee was also concerned that this change would place a burden on management and that specific agreements could be readily obtained via public records request by AFSCME.*

### **3. Full Board Action:**

On August 2, 2021, the Labor Committee's Recommended Order was adopted by the full USF Board of Trustees.

**Done and ordered on August 2, 2021**

**USF Board of Trustees**

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## **Collective Bargaining Agreement**

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Between the

University of South Florida Board of Trustees

and

Florida Public Employees Council 79

American Federation of State,

County and Municipal Employees

AFL-CIO

~~2016-2019~~2021 - 2022

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## **Preamble**

This Agreement is between the University of South Florida Board of Trustees, hereinafter called the University, and the Florida Public Employees Council 79, affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called AFSCME; and

WHEREAS, it is recognized by the University and AFSCME that the public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between public employers and their employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the public employer; and

WHEREAS, it is recognized by the University and AFSCME that terms and conditions of employment of employees are contained in this Agreement and in the University Employment Regulations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outline in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained the University and AFSCME do agree as follows:

## **Article 1**

### **Recognition**

#### **1.1 Inclusions.**

A. The University hereby recognizes AFSCME as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in Certification No. 1508, issued on October 1, 2004 by the Florida Public Employees Relations Commission ("PERC") including classifications in Operational Services, Human Services, and Administrative and Clerical categories. In addition, the University also recognizes AFSCME as the exclusive representative for all employees included in Certification No. 1587, issued on May 3, 2006 by PERC to include classifications in the Other Professional category.

B. This Agreement includes all full-time and part-time employees in the classifications and positions listed in Appendix A of this Agreement, except for those individuals filling full-time and part-time positions excluded pursuant to Section 1.2.

1.2 Exclusions. This Agreement specifically excludes persons in positions designated with managerial, confidential, temporary or emergency status, and all persons paid from Other Personal Services (OPS) funds.

1.3 Positions or Classes -- Unit Designation.

A. When a position is included in a bargaining unit, and the University determines that the position should be excluded from the unit due to its managerial or confidential status, the University shall notify the local AFSCME president of such determination. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the position, it may request that the Florida Public Employees Relation Commission resolve the dispute of unit placement.

B. When the University establishes a new Staff classification or revises an existing classification so that its bargaining unit designation is changed, the University shall notify AFSCME regarding the bargaining unit status of the class. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the class, it may request that the Florida Public Employees Relations Commission resolve the dispute through unit clarification proceedings.

## **Article 2**

### **Definitions**

The terms used in this Agreement are defined as follows:

2.1 "AFSCME Staff Representative" means an individual employed by AFSCME and designated by AFSCME to represent employees pursuant to this Agreement.

2.2 "Board" means the University of South Florida Board of Trustees as established in Florida Statutes Title XLVIII, Chapter 1001.72.

2.3 "Chief Administrative Officer" means the President of the University of South Florida or her/his representatives.

2.4 "Days" means calendar days, excluding any day observed as a University holiday.

2.5 "Employee" means a member of a bargaining unit described in Article 1.

2.6 "Steward/AFSCME Employee Representative" means a USF employee who has been designated by AFSCME to investigate grievances and to represent grievants in grievances which have been properly filed under Article 6 of this Agreement, when AFSCME has been selected as the employee's representative.

2.7 "Management Representative" means an individual designated to hear grievances on behalf of the University of South Florida.

2.8 "Regular (Permanent) Status" is earned by an employee in a class, after successfully completing the specified probationary period for that class, which provides the employee with rights to remain in the class or to grieve adverse action taken against the employee while serving in that class. Once attained in any Staff class, regular (permanent) status is retained throughout continuous employment in the Staff pay plan at the University.

2.9 "Position" means a position in a classification included in the bargaining unit described in Article 1.

2.10 "President of Council 79" or President of AFSCME Local 3342 includes his/her representatives.

2.11 "University" means the University Of South Florida Board Of Trustees as established in Florida Statutes Title XLVIII, Chapter 1001.72.

2.12 "Staff" means the University Employees formerly known as "USPS" or the University Support Personnel System of the State University System.

2.13 "Progressive discipline" is a process for dealing with job-related behavior that does not meet expected performance standards. The primary purpose for progressive discipline is to assist the employee to understand that a performance problem or opportunity for improvement exists.

### **Article 3**

#### **Management Rights**

AFSCME agrees that the University has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the University and each of its constituent departments and programs, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is the right of the University to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions of this

Agreement.

## Article 4

### Nondiscrimination

4.1 Consistent with the University's Principles of Community, which reject language that demeans any member of our community, the University and AFSCME seek a work environment that is free from bullying. Bullying refers to a pattern of systematically, chronically or continuously inflicting personal hurt or psychological distress, threats or intimidation to a member of the bargaining unit by threatening or aggressive behavior, when such behavior is not protected by freedom of expression. 

Each employee has the right to a work environment free from unlawful discrimination and harassment. The University and AFSCME shall not discriminate against or harass any employee based upon race, color, sex, religion, national origin, age, veteran status, disability, sexual orientation, marital status, or genetic information nor shall the University or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, Florida Statutes.

A. Definition of Sexual Harassment. Sexual harassment in the employment context means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature 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 is sufficiently severe or pervasive so as to alter the conditions of, or have the purpose or effect of substantially interfering with, an individual's work by creating an intimidating, hostile, or offensive working environment.

B. Investigation of Charges of Discrimination. Charges of discrimination, including sexual harassment and those filed by employees against students, shall be promptly reviewed/investigated according to established University procedures. No employee reviewed/ investigated under such procedures shall be disciplined until such review is complete and a finding of discrimination has been issued.

4.2 Employees may avail themselves of the provisions of the Whistleblower's Act, (Section 112.3187, Florida Statutes).

4.3 AFSCME agrees to support the University's affirmative action efforts. University affirmative action efforts shall not be subject to review under the provisions of Article 6, Grievance Procedure.

4.4 The local AFSCME President shall be provided, upon written request and without cost, a copy of the University's Affirmative Action Plan and any subsequent amendments.

4.5 Reasonable Accommodation.

A. USF will not unlawfully discriminate against its employees on the basis of disability and will provide accessibility and reasonable accommodation to its employees with regard to any aspect of employment including fringe benefits, training, conferences, professional meetings and recreational/social activities sponsored by the University.

B. The employee has a right upon request to AFSCME representation for a meeting addressing reasonable accommodation under the ADA.

4.6 Appeal Process. An employee who wishes to appeal a determination of a complaint of discrimination issued by the Office of Diversity and Equal Opportunity may do so by exercising their right under the provisions of that University policy for appeal.

4.7 Training. The University will provide training on the non-discrimination and sexual harassment policy to employees.

**Article 5**

**AFSCME Activities**

5.1 Policy. The President of Council 79 shall be responsible for all decisions relating to employee representation activities covered by this Agreement and will handle those AFSCME activities which require action by or coordination with the CAO. The CAO will initiate contact with the President of Council 79 concerning matters which require action by, or coordination with, Council 79.

5.2 Designation and Selection of Representatives.

A. The President of Council 79 Local 3342 shall annually furnish to the University, no later than July 1, a list of Stewards/AFSCME Employee Representatives, Local AFSCME President, and AFSCME Staff representatives. This list shall include the name, department, class title, and the address and phone number of the AFSCME Staff Representatives. AFSCME shall notify the University, in writing, of any changes to the Steward/AFSCME Employee Representative, the Local AFSCME President, and AFSCME Staff Representatives list within fourteen (14) days of implementation of such changes. The University will not recognize any person as a Steward/AFSCME Employee Representative, Local AFSCME President, or AFSCME Staff Representative whose name does not appear on the list.

B. The President of Council 79 Local 3342 shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with no more than fifteen (15) employees designated at the University.

C. The University shall annually furnish no later than July 1 a list of Step 1 and Step 2 management representatives by name, title, and campus mailing address to the local AFSCME President, unless there have been no changes in the list from the preceding year.

### 5.3 Representative Access.

A. Representatives of AFSCME shall have access to the premises of the University in accordance with policies regarding public access to State property.

B. Stewards/AFSCME Employee Representatives, Local AFSCME President, and AFSCME Staff Representatives may request access to premises not available to the public under University policies. Such requests shall indicate the premises to be visited, the employees with whom the representative wishes to speak, the grievance being investigated, and the approximate length of time the representative will require such access. Permission for such access for the purpose of investigating an employee's grievance shall not be unreasonably denied and such access and investigation shall not impede University operations.

C. AFSCME shall have the right to use University facilities for meetings on the same basis as they are available to other university-related organizations.

D. The University may establish an account into which AFSCME may deposit funds that would be used to reimburse the University for services provided.

E. At the end of each quarter, the University will provide to AFSCME a list of newly hired bargaining unit employees. The list will include the name of the new employee and the employee's job title, department and mail point.

5.4 Printed Agreements. The University will provide AFSCME a maximum of two hundred fifty (250) copies of the Agreement at no cost to AFSCME. For any copies in excess of this number, AFSCME shall bear one-half the cost of printing.

### 5.5 Bulletin Boards.

A. Where University-controlled bulletin boards are available, the University agrees to provide space on such bulletin boards for AFSCME use. Where bulletin boards are not available, the University agrees to provide wall space for AFSCME-purchased bulletin boards. The University shall make a reasonable effort to make such space available and accessible to employees.

B. The materials posted on the boards shall be restricted only to office AFSCME matters. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any person or organization or faction thereof, except that election material relating to AFSCME

elections may be posted on such boards.

C. Posting must be dated and approved by the local AFSCME President.

#### 5.6 Regulations and Agendas.

A. The University shall provide AFSCME with a copy of the following documents:  
1. Agendas and minutes of the meetings of the Board of Trustees; and  
2. University regulations

B. The University shall also provide AFSCME a computer account for purposes of accessing data in GEMS reflecting the annual salary increases provided to employees. Costs associated with AFSCME's use of such data shall be borne by AFSCME consistent with the costs charged others using GEMS.

C. The University shall provide the Local AFSCME President with a copy of its personnel regulations.

D. At least thirty (30) days prior to the adoption or amendment of any university personnel regulation which will change the terms and conditions of employment for employees, the University will provide notice to AFSCME of its intended action, including a copy of the proposed regulation, a brief explanation of the purpose and effect of the proposed regulation, and the name of a person at the University to whom AFSCME may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation under the Board of Governors Regulation Development Procedure.) AFSCME may provide written comments, concerns, or suggested revisions to the University contact person within 10 days of receipt of the notice. The University will consider and respond in writing to the comments, concerns, and suggestions of AFSCME within 10 days of their receipt by the University; such response will include the reasons for rejecting any suggested revisions. AFSCME may also use the consultation process described in Section 5.7 to discuss the proposed revisions to a university personnel regulation, however, AFSCME must request such consultation within 10 days of receipt of notice of the proposed regulation revision.

#### 5.7 Consultation.

A. Consultation with Chief Administrative Officer. The Chief Administrative Officer shall meet with local AFSCME 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. The meetings shall be held on a mutually convenient date. The party requesting consultation shall submit a written list of agenda items one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding the

implementation and administration of the Agreement, however, such meetings shall not constitute or be used for the purpose of collective bargaining. When AFSCME is the party requesting a consultation, AFSCME shall notify the Director of Human Resources of the proposed consultation, who will notify the Chief Administrative Officer.

B. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

## 5.8. Negotiations.

### A. Parties and Location.

1. AFSCME agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the Board of Trustees. There shall be no negotiations by AFSCME at any other level.

2. Although negotiating meetings shall normally be held at the University, the University and AFSCME may agree to meet elsewhere at a location which involves no rental cost to the University.

B. AFSCME Committee. AFSCME shall designate in writing not more than eleven (11) employees to serve as its Negotiation Committee. Attendance at negotiating sessions, shall not impede the operations of the University. In the event that an employee designated as a Committee member is unable to attend AFSCME negotiations, AFSCME may send an alternate Committee member from the University.

### C. Negotiation Leave.

1. USF will grant 56 hours of paid Negotiation Leave per year commencing August 1, 2005 for the USF bargaining unit Negotiations Committee members for the purpose of attending negotiations sessions between USF and AFSCME.
2. No Committee member or alternate shall be credited for more than eight (8) hours for any day of negotiations, nor shall the time in attendance at such negotiating sessions be counted as hours worked for the purpose of computing compensatory time or overtime.
3. USF shall not reimburse the Committee members or alternate for travel, meals, lodging, or any expenses incurred while on paid negotiation leave pay.

4. AFSCME may distribute the 56 hours of leave per year as it desires to individual Committee members by notifying USF at the conclusion of the negotiations session of the identity of the members to whom Negotiation Leave should be provided and the number of hours to be distributed.
5. Committee members and alternates who are not given the right to paid Negotiation Leave shall have the right to request unpaid leave or use accrued annual leave for the purpose of attending negotiating sessions. Such leave shall not impede the operations of the University or be unreasonably denied.
6. Such Negotiation Leave as described and agreed to herein shall continue until the parties mutually agree in writing on a different arrangement.

#### 5.9 Leave for Negotiating and Other AFSCME Activities.

A. Committee members and alternates shall have the right to request unpaid leave or accrued annual or compensatory leave for the purpose of attending negotiating sessions. Such leave shall not impede the operations of the University or be unreasonably denied.

B. Employees shall have the right to request leave for the purpose of attending AFSCME conventions, conferences, meetings, and negotiating sessions. When such requests are denied, the supervisor shall provide such denial in writing.

#### 5.10 Release Time for President

The University agrees to provide two (2) hours per week of paid release time to the President of AFSCME for the purpose of on-campus direct union representational duties for employees in the bargaining unit. The President shall provide his/her supervisor with written justification for the need and purpose of the release time, and sufficient advance notice where practical to facilitate the securing of a replacement employee or to accommodate the release time. Such release time shall not impede the operations of the University or be unreasonably denied.

### Article 6

#### Grievance Procedure

##### 6.1 General Provisions.

A. The University and AFSCME encourage informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the lowest level University representative who has

authority to address the complaint. Such review and discussions should be held with a view to reaching an understanding which will resolve the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article. If the complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provisions of this Article.

B. "Grievance" means a dispute filed with the University's Division of Human Resources ("Step 1"), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. The filing or pendency of any grievance under the provisions of this Article shall in no way impede or delay the right of the University to take the action complained of; subject, however, to the final disposition of the grievance.

C. "Grievant" means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee. AFSCME may file a grievance in a dispute over a provision of this Agreement which confers rights upon AFSCME.

D. The resolution of a grievance prior to its appeal in writing to Step 3 shall not establish a precedent binding on the University or AFSCME.

E. All grievances must be filed within thirty (30) days following the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of the event if that date is later. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps. Facts uncovered during Step 1 that are relevant to the alleged contract violation(s) may be admitted and considered during subsequent steps.

F. The University shall not retaliate against any employee who participates in the procedures set forth in this Article.

G. If a Step 1 grievance meeting is held or requires reasonable travel time during the working hours of the grievant or any required participant, such person shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

H. Each grievance, request for review, and arbitration notice must be submitted in writing on the appropriate form attached to this Agreement as Appendices C, D, and E, respectively and with all required attachments as noted on each Appendix. Appendices C and E must be signed by the grievant. If due to unusual circumstances, the employee is unable to sign, an AFSCME representative may sign Appendices C and E in order to file timely. The grievant must provide an original signature on these forms prior to Step 1. One Appendix C, D or E may be filed in a grievance with more than one grievant, provided that the respective Appendix bears the signatures of all grievants. All grievance forms shall be dated when the grievance is received. Except

for the initial filing of the grievance, if there is difficulty in meeting any time limit, an AFSCME representative may sign such forms for the grievant.

## 6.2 Representation.

A. A grievant who decides to use this grievance procedure shall, prior to the Step 1 meeting, choose whether to be represented by AFSCME. Where AFSCME representation is requested by an employee, the employee's grievance representative shall be selected by AFSCME from the list referenced in Section 5.2A. AFSCME may reach agreement with the University at any step of the grievance process and such agreement shall be binding on the employee.

B. When the AFSCME President or Steward/AFSCME Employee Representative is selected to represent a grievant, he/she may be allowed a reasonable amount of time off with pay to investigate the grievance and to represent the grievant at any Step of the grievance procedure which is held during regular work hours, subject to the following limitations:

1. The AFSCME President or Steward/AFSCME Employee Representative will not be allowed time off with pay to investigate his/her own grievance.

2. Time spent by the AFSCME President or Steward/AFSCME Employee Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

3. Such time off with pay shall be subject to prior approval by the AFSCME President's or Steward/AFSCME Employee Representative's immediate supervisor; however, approval of such time off will not be withheld unless it impedes the operations of the unit to which the AFSCME President or Steward/AFSCME Employee Representative is regularly assigned.

C. If the employee elects not to be represented by AFSCME, the University agrees to provide AFSCME with a copy of the written grievance filed under this Article within ten (10) days of receipt of such election. No resolution of any individually processed grievance shall be inconsistent with any terms of this Agreement. Upon conclusion of the grievance procedure, the University will provide AFSCME with a copy of the final resolution.

D. AFSCME shall not be bound by a grievance decision in a grievance in which the grievant chose not to be represented by AFSCME.

## 6.3 Procedures.

### A. Step 1.

1. The Management Representative shall schedule a meeting between the grievant, the grievant's AFSCME Representative, and the Department Head or his / her

designee and any other appropriate individuals within fifteen (15) days following receipt of the grievance if no postponement is requested, or receipt of written notice that the grievant wishes to proceed with the Step 1 meeting if a postponement was previously requested. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons therefor, to grievant's AFSCME Representative within thirty (30) days following the conclusion of the meeting, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision shall be sent to AFSCME if grievant elected to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested, or by another method mutually agreed upon in writing.

2. Where practicable, the Management Representative shall make available to the grievant or grievant's AFSCME Representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

3. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's AFSCME Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting.

#### B. Step 2.

1. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the Director of Employee and Labor Relations or his/her designee (hereinafter referred to in Step 2 of this Article as "University Representative") within thirty (30) days following receipt of the Step 1 decision by grievant's AFSCME Representative. The University Representative and grievant's AFSCME Representative shall schedule a meeting for the purpose of reviewing the matter no sooner than seven (7) and no later than fifteen (15) days following receipt of the request for review.

2. The University Representative shall issue a written decision, stating the reasons therefor, to grievant's AFSCME Staff Representative within thirty (30) days following the conclusion of the meeting. In the absence of an agreement to extend the period for issuing the Step 2 decision, AFSCME may proceed to Step 3, if the AFSCME Staff Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to AFSCME, if the grievant elected to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested, or by another method mutually agreed upon in writing.

C. Step 3 - Arbitration.

1. If the grievance is not resolved at Step 2, AFSCME may appeal the decision to Arbitration on a Request for Arbitration Form within thirty (30) days after receipt of the decision.

2. The University and AFSCME may, by written agreement, submit related grievances for hearing before the same arbitrator.

3. Selection of Arbitrator.

a. Within 30 days of University's receipt of a timely and proper request for arbitration, the parties will either mutually agree to an arbitrator or jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, who are current members of the National Academy of Arbitrators, for resolution of the grievance. Any filing fee will be shared by the parties.

b. Within fourteen (14) days of the receipt of the Panel list, the parties will alternately strike an equal number of names until only one arbitrator remains. The remaining arbitrator will be the chosen arbitrator to hear the case. If the issue to be heard is a discipline case, the University will strike the first name. If the issue to be heard is over the interpretation and application of the agreement (non-disciplinary), AFSCME or the Grievant shall strike the first name.

4. Arbitration hearings shall be held at times and locations agreed to by the University and AFSCME, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration shall be held in the city of the campus where the employee works.

5. Arbitrability. Where applicable, issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s).

6. 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.

7. The arbitrator may fashion an appropriate remedy to resolve the grievance and the decision shall be final and binding on the University, AFSCME, the grievant(s), and the employees, provided that either party 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 682.13, Florida Statutes. For purposes of venue in any judicial review of an arbitrator's decision issued under this Agreement, the parties agree

that such an appeal shall be filed in the courts in Hillsborough County, Florida, unless both parties specifically agree otherwise in a particular instance. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

a. The arbitrator shall endeavor to issue his/her decision not later than sixty (60) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

b. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.

c. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

d. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.

8. The arbitrator shall be without power or authority to make any decisions:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement or the provisions of applicable law or rules or regulations having the force and effect of law; or

b. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement; or

c. Which have the effect of restricting the discretion of a Chief Administrative Officer as otherwise granted by law or the University Regulations unless such authority is modified by this Agreement; or

d. That are based solely upon a university past practice or policy unless such university practice or policy is contrary to law, the University Regulations or this Agreement.

9. The arbitrator's award may include a monetary award to the grievant(s); however, the following limitations shall apply to such monetary awards:

a. The award shall not exceed the amount of pay the employee would have earned at his/her regular rate of pay and shall not include overtime, on-call, or any other speculative compensation which might have been earned;

b. The award shall not exceed the actual loss to the grievant, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award; and

c. The award shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than thirty (30) days prior to the filing of the grievance.

10. All fees and expenses of the arbitrator shall be divided equally between the parties. 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 week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a court reporter to record the proceedings and shall be solely responsible for the appearance fees of the court reporter and the cost of any transcripts of the proceedings which that party may order. 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 days after receiving the copy of the transcript from the reporter.

#### 6.4 Time Limits.

A. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

B. Failure, at any Step of this procedure, to communicate the decision on a grievance within the specified time limit shall permit the grievant's representative to proceed to the next Step.

C. Claims of either an untimely filing or untimely appeal shall be made at the Step in question.

D. The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any Step of this procedure may be extended by written agreement.

E. In the event that any action falls due on a Saturday, Sunday, or University holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

F. A grievance which has been filed at Step 3 and on which no action has been taken by the Grievant or AFSCME for forty-five (45) days, shall be deemed withdrawn, resolved in accordance with the decision issued at the prior Step and the matter is deemed to be non-arbitrable.

## 6.5 Exceptions.

A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit AFSCME or an employee to process a grievance (1) in behalf of any employee without his/her consent, or (2) with respect to any matter which is at the same time the subject of an action which has been filed by a grievant in any other forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2002e et seq.

B. An employee who has not attained regular (permanent) status can file only non-disciplinary grievances under this Agreement, which may be processed only at Step 1 without further appeal.

## **Article 7**

### **Just Cause and Disciplinary Actions**

7.1 Policy. The University and AFSCME endorse the principle of progressive discipline. The purpose of this article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. If supervisors have reason to reprimand or otherwise discipline an employee, they shall do so respectfully and to the extent practicable in a private manner so as to avoid embarrassment. The employee's signature on the reprimand only indicates that the employee received a copy of the reprimand and not necessarily that the employee agrees with it.

7.2 Just Cause. Disciplinary actions administered to regular (permanent) status employees may be taken only for just cause. Just cause shall be defined as: Incompetence or Misconduct.

### 7.3 Grievability.

A. Suspensions, involuntary demotions, or involuntary reductions in base pay, and terminations administered to regular (permanent) status employees are subject to Article 6, Grievance Procedure. A grievance filed for a disciplinary action taken as a result of alleged actions of an employee outside of the workplace may be placed on hold pending the outcome of any related legal proceedings for a period not to exceed six (6) months.

B. Oral reprimands shall have no impact upon the substantial interest of the employee other than as a first step in progressive discipline. Oral reprimands shall not be grievable under the provisions of this Agreement. Documentation of an oral reprimand shall be limited to date of the reprimand and the subject of the reprimand. Oral reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at

least one (1) year subsequent to the reprimand. ~~Such oral reprimands shall be placed in a sealed envelope. Since employee records are electronic, a coversheet has been placed in front of each expired document~~ and marked "Expired" in accordance with Section 7.3(B) any time after that one (1) year period upon written request of the employee.

C. Written reprimands shall be subject to the grievance procedure in Article 6 but only through Step 2. If the written reprimand involves a substantial interest, the employee may grieve under the full provisions of the grievance procedure in Article 6 within thirty (30) days of the date on which the employee knew or reasonably should have known of the event creating the substantial interest. Written reprimands shall not be used in later disciplinary actions against an employee if the employee has maintained a discipline-free work record for at least the subsequent two (2) consecutive years. Such written reprimands shall be placed in a sealed envelope and marked "Expired" in accordance with Section 7.3(C)" any time after that two (2) year period upon written request of the employee.

D. The University's policies and procedures, or disciplinary guidelines are not grievable except to the extent that they are allegedly applied arbitrarily and capriciously.

#### 7.4 AFSCME Representation.

A. The employee has a right, upon request, to AFSCME representation during investigatory questioning that may reasonably be expected to result in disciplinary action and predetermination conferences.

B. When an AFSCME representative is selected to assist an employee, the representative may be allowed a reasonable amount of time off for this purpose, subject to the limitations provided in Articles 5 and 6.

#### 7.5 Disciplinary Entries in Personnel Files.

An employee shall be furnished with a copy of disciplinary entries placed in the employee's official personnel file and shall be permitted to respond in writing, and a copy of the response shall be placed in the employee's personnel file.

### Article 8

#### Layoffs and Recall

##### 8.1 Layoffs.

A. When an employee is to be laid off, the University shall implement such layoff in accordance with University Regulation 10.211 (2)(a) – (i) and this Article. When circumstances permit, the University shall notify the local AFSCME President at least thirty (30) days in advance of a layoff. A permanent status staff employee will not be laid off if there are nonpermanent staff employees in comparable positions in the layoff

unit. Those employees will be retained who, in the judgment of the CAO, will best contribute to the mission and purpose of the USF System when taking into account the employee's length of continuous satisfactory service to the USF System and other appropriate factors.

B. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitutes an area, program, or other level of organization at the University.

C. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid off employees within the University.

D. The notice to the employee of layoff shall include the effective date of layoff, the reason for layoff, a statement of recall rights and any appeal/grievance rights, including applicable filing deadlines.

E. Consistent with the procedures established for the University's Employee Assistance Program, employees participating in an EAP who receive a notice of layoff may continue to participate in that program for a maximum of ninety (90) days following the layoff, or as otherwise agreed to by the employee and the University.

#### 8.2 Designation of Layoff Unit

The layoff unit may be at an organizational level such as a campus, division, college, school, department, area, program or other level of organization as the CAO deems appropriate. In designating the makeup of the layoff unit, the CAO may consider the special qualifications and relevant experience required for specific positions and exclude such positions from layoff.

#### 8.3 Layoff Rights

Employees without regular (permanent) status in any class, and employees appointed to a position which has been designated as time-limited, do not have layoff rights.

#### 8.4 Retention Points Calculation

A. Within the layoff unit, employees with regular (permanent) status in the affected class will be ranked on a layoff list based on retention points derived from length of service and evaluations. Employees who work less than full-time will have their retention points determined in proportion to the time worked. Layoff rights extend only to employees who meet the specific qualifications and equivalent FTE of the position, regardless of their placement on the layoff list.

B. When calculating retention points for regular (permanent) status employees to determine order of layoff and recall, the following criteria are applied:

- i. One point is granted for each month of continuous employment as Staff (formerly USPS) and includes service in the Career Service if employed in the State University System (SUS) on or before June 30, 1986.
- ii. One point is granted for each month of employment when the employee was meeting performance standards (e.g., Satisfactory, Meets Performance Standards, Effective, or Achieves), 1 ½ points are granted for each month of employment when the employee had an overall rating of Above Satisfactory or Commendable, and two points are granted for each month of employment when the employee had overall performance ratings at the exemplary level (e.g., Exemplary, Outstanding, Exceeds).
- iii. Any period of leave for active military service in accordance with Chapter 115, F.S., counts as continuous employment and is considered at the same level of performance as when the employee was previously evaluated.
- iv. Any period of employment prior to July 1, 1996, not covered by an evaluation is considered to be meeting performance standards. On or after July 1, 1996, any period of employment not covered by an evaluation is considered to be the same as the prior evaluation rating.
- v. Unless in violation of law, no retention points are granted for any month in which the employee was not on the payroll. Employees who work less than full time will have their retention points determined in proportion to the time worked.

C. After totaling the retention points, layoff shall be in order, beginning with the employee with the fewest points.

D. When two or more employees have the same total retention points, preference for retention shall follow the order of:

- i. The longest University employment in the class;
- ii. The longest State University System (SUS) service;
- iii. Veterans' preference; and
- iv. As determined by the CAO/designee.



8.5 Recall. For a period of one (1) year following layoff, Iaid off employees shall be recalled in accordance with the University Regulation 10.211 (2)(a) – (i). When a vacant position exists at the University in the same class in which the employee was laid off, the employee who has been laid off and who is not otherwise employed in an equivalent position shall be offered re-employment if the employee meets the special qualifications and relevant experience required for the vacant position. If the employee held regular (permanent) status in the class at the time of the layoff, the re-employment shall be with regular (permanent) status and the total retention points computed at the time of the layoff shall be restored to the employee.

## Article 9

### Reassignment and Transfer

#### 9.1 Voluntary Reassignment.

A. An employee with regular (permanent) status in the current class who meets all of the University eligibility requirements may apply for a change in assignment to a different position in the same class or in a different class having the same pay range maximum, different work unit, or different shift at the University according to University procedures. Prior to filling a vacancy, except by demotion or internal promotion, the University shall consider all applicable reassignment requests. When making a decision regarding the granting of a request for a reassignment, the University shall consider appropriate factors, including, but not limited to, the applicant's length of continuous University service, performance evaluations, work-related awards and achievements, relevant work experience, and education/training.

B. All employees who were interviewed shall be notified of the University's decision.

C. Employees who are reassigned under the provisions of this Article shall not ordinarily suffer a loss of pay as a result of such reassignment.

#### 9.2 Involuntary or Administrative Reassignment.

A. Nothing contained in this Agreement shall be construed to prevent the University, at its discretion, from effecting an administrative reassignment of any employee according to the needs of the University and in each case, the University will take into consideration the needs and circumstances of the employee prior to taking such action.

B. Whenever possible, prior to an administrative reassignment the position may be offered to a voluntary reassignment. In these cases, if no one volunteers, the position shall be filled by an employee who meets the necessary qualifications of the position.

C. Notice. An employee shall be given a minimum of fourteen (14) days notice prior to the University reassigning the employee. The parties agree, however, that the notice period shall not be required during an emergency or in other extraordinary conditions.

D. Employees who are administratively reassigned shall ordinarily not suffer a cut in pay.

#### 9.3 Transfer.

A. A transfer is the appointment of an employee from one geographic work location of the University to a different geographic work location of the University in excess of 50 miles from the employee's current work location.

B. Prior to a transfer, the position shall be offered to a voluntary transfer. If no one volunteers, the position shall be filled by an employee who meets the necessary qualifications of the position.

C. Notice. The University shall make a good faith effort to give a minimum of thirty (30) days notice prior to the University transferring the employee. The parties agree, however, that these notice requirements shall not be required during an emergency or in other extraordinary conditions.

D. Employees who are transferred shall not ordinarily suffer a cut in pay.

## **Article 10**

### **Method of Filling Vacancies**

#### **10.1 Filling Vacancies.**

A. The University shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification, the position description, and in other documents describing the vacant position. The University shall also consider appropriate factors including, but not limited to, the applicant's length of University service, performance evaluation, work related awards and achievements, other relevant work experience, and education/training.

B. The filling of vacant positions should be used to provide career mobility within the Staff and should be based on the relative merit and fitness of the applicants.

#### **10.2 Procedures.**

A. Employees who have attained regular (permanent) status in their current class shall be eligible for the provisions of this Article.

B. Except where a vacant position is filled by demotion, change in assignment to a different position in the same class or in a different class having the same pay range maximum, or internal promotion, the University shall interview at least two of its employees who are eligible under this Section and who have met the advertised requirements for the position, provided at least two have applied. If only one such employee applies, the employee shall be interviewed.

C. If an employee applied for the position but was not selected, that employee may file a grievance under Article 6. The only issue to be addressed by such grievance is whether the University exercised its judgment in an arbitrary and capricious manner.

## **Article 11**

### **Classification Review**

11.1 Classification Changes. When the University determines that a revision of a class specification for positions covered by this agreement is needed, and such revision affects the collective bargaining unit designation, it shall notify AFSCME in writing of the proposed change. AFSCME shall notify the University, in writing, within twenty one (21) days of receipt of the proposed changes, of any comments it has concerning the proposed changes and/or of its desire to schedule a consultation to discuss the proposed changes.

11.2 Position Description. Each position shall have an accurate position description. Employees shall be given an opportunity to review and receive a copy of their position description.

11.3 Work in a Higher Classification. An employee who is designated by the appropriate supervisor to perform temporarily a major portion of duties of a position in a higher classification than the employee's current classification shall be eligible for a pay increase for the period of time such duties are assigned, provided that such duties are performed for a period of more than twenty-two (22) workdays within any six (6) consecutive months.

11.4 Review of Assigned Duties. When an employee alleges that regularly assigned duties constituting a significant portion of the employee's work time are duties not included in the employee's position description or the class specification to which the position is assigned, the employee may request a classification review by Human Resources, who shall render their decision within thirty (30) days. If the classification review meeting results in a reclassification, any pay adjustment shall be effective on the date of that decision. Shortage of funds shall not be used as the basis for refusing to reclassify the position.

## **Article 12**

### **Personnel Records**

12.1 Use of Personnel Files.

A. There shall be only one official personnel file for each employee, which shall be maintained in the central Human Resources Office of the University unless a different location is approved by the Chief Administrative Officer. Duplicate personnel files may be established and maintained within the University. Such duplicate personnel files may contain part of all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file.

B. An employee has the right to review his/her official personnel file at reasonable times under the supervision of the designated records custodian and may attach a concise statement in response to any items therein. A copy of all performance-evaluative material placed in the employee's official personnel file shall be provided to the employee upon request.

#### 12.2 Contents of Personnel Files.

A. Information in an employee's official personnel file shall refer only to matters concerning or affecting the employee's job or related to his/her University employment.

B. Where the Chief Administrative Officer, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, such document will be removed from the official personnel file and duplicate personnel files. Should a document be determined to no longer be valid by the Chief Administrative Officer, the courts, an arbitrator, or other statutory authority, such document of the determination and a statement that it shall have no further consideration or bearing on future employment actions.

C. Expiration of Disciplinary Action. Upon the written request of the employee, documentation of an oral or written reprimand will be marked "EXPIRED" at the following times and under the following conditions (as used herein the term "EXPIRED" means the record of discipline shall be no longer be considered utilized, or have any effect for any future purposes whatsoever):

1. Oral Reprimands after one (1) year from the issuance, absent any further disciplinary action during that one (1) year period.
2. Written Reprimands after two (2) years from the issuance, absent any further disciplinary action during that two (2) year period.

D. Records of disciplinary action and University-related commendation and awards presented to an employee shall, where practicable, be placed in an employee's personnel file within sixty (60) days after the effective date of the action.

### **Article 13**

#### **Health and Safety**

13.1 The University shall make every reasonable effort to provide employees a safe and healthy work place. The University and AFSCME agree to work cooperatively toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

13.2 Safety Committee. The AFSCME local union president will appoint one employee to serve on the University-wide safety committee.

### 13.3 Employee Health and Safety.

A. When the University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

B. Employees shall perform their duties in a safe manner and shall comply with the University's safety guidelines/procedures. Any employee becoming aware of a work related accident shall immediately notify the supervisor or the supervisor's designee of the area where the incident occurred.

C. When an employee believes an unsafe or unhealthy working condition exists in the employee's work area or another area on campus outside of the employee's normal work area, the employee shall immediately report the condition to the employee's supervisor. An employee may also report the condition to a university administrator at the next highest level or directly to the Division of Environmental Health and Safety. The University shall investigate the report and respond to the employee in a timely manner. Where the employee's report was in writing, the response shall be in writing. An employee acting in good faith may refuse to accept an assignment when the employee has reasonable grounds to believe an unsafe or unhealthy working condition exists in the work area which poses an immediate threat to the employee's well-being. Employees shall not suffer retaliation for reporting an unsafe or unhealthy working condition.

D. The University will not ordinarily require employees to continuously perform repetitive keyboard motions at a video display terminal for a period in excess of two (2) consecutive hours without an alternative work assignment or fifteen (15) minute rest period.

E. The University shall provide safety training as appropriate.

## **Article 14**

### **Performance Evaluations**

#### 14.1 Procedure.

A. An employee shall ordinarily be evaluated by his/her immediate supervisor who shall be held accountable for such evaluation. The evaluation may be reviewed but shall not be changed by a higher level administrator. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the person appointed by the chief administrative officer. The evaluator is primarily responsible for the timely evaluation of the employee.

B. The employee shall be provided with information regarding the basis of the evaluation and shall, upon written request, be provided a copy of any documents which were considered in completing the evaluation.

C. The evaluation shall be discussed with the employee, who shall be given the opportunity to respond.

D. The University will make a good faith effort to provide employees and supervisors with training in performance evaluation techniques.

E. Signing the performance evaluation indicates only that the employee has received a copy of the document and does not indicate that the employee agrees to it.

#### 14.2 Failure to Meet Performance Standards.

A. Where an employee who has attained regular (permanent) status in the class does not meet performance standards, the University shall develop a performance plan intended to correct performance deficiencies.

B. Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards.

C. The employee may be removed from his/her class no sooner than sixty (60) days after receipt of the improvement plan if adequate improvement in performance is not made. The University will not dismiss an employee with regular (permanent) status without first considering change in assignment or demotion options, typically within the employee's college/division.

D. The employee may apply for other positions at the University during the performance improvement plan period.

#### 14.3 Grievability. Performance evaluations shall be subject to Article 6, Grievance Procedure, to the extent provided in this Section:

A. An employee with regular (permanent) status in the class who receives a performance evaluation of not meeting performance standards may grieve the evaluation but only through Step 2. The review of the grievance shall be solely to determine whether the performance evaluation was done in an arbitrary or capricious manner. Grievance reviewers shall not substitute their judgments regarding an employee's performance for that of the evaluator.

B. An employee with regular (permanent) status in the class who is demoted or dismissed for an evaluation of not meeting performance standards may grieve the demotion or dismissal pursuant to the provisions of Section 7.3A.

#### 14.4 Performance Standards.

A. Performance standards and expectations should be clearly communicated to an employee at the time of the appointment to the position and as they change thereafter. Such performance standards and expectations shall not be subject to Article 6, Grievance.

### **Article 15**

#### **Hours of Work**

##### 15.1 Workday/Workweek.

- A. The normal workweek for each full-time employee shall be forty (40) hours.
- B. The University retains the right to schedule its employees; however, the University will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

##### 15.2 Overtime.

- A. The University is responsible for arranging the work schedule to minimize overtime. The assignment of overtime shall not be made on the basis of favoritism.
- B. Work beyond the normal workweek shall be recognized in accordance with the provisions of University Regulation 10.203 and the Fair Labor Standards Act.
- C. Upon agreement of the employee and the University, non-exempt employees shall receive either compensatory leave or cash payment for overtime. If agreement cannot be reached, the University shall make cash payment for overtime worked.

##### 15.3 Work Schedules.

- A. Where rotations are being made in the employee's regular work schedule, the new shift, workdays, and hours, will be posted no less than twelve (12) days in advance, and will reflect at least a two (2) workweek schedule; however, the University will make a good faith effort to reflect a one (1) month schedule. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is not approved.
- B. Where regularly assigned work schedules are rotated, the University will make a good faith effort to equalize scheduled weekend work among employees in the same functional unit whenever this can be accomplished without interfering with efficient operations. When an employee rotates to a different shift, the employee shall receive a

minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment.

C. When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the employee shall be given a minimum of twelve (12) working day notice, in writing, of the proposed change. Additionally, when the change occurs, the employee shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment.

D. When making changes in shift assignments, the University may take into consideration appropriate factors, including, but not limited to, lengths of continuous University service, performance evaluations, relevant work experiences, qualifications, and operational needs.

#### 15.4 Rest Periods.

A. No supervisor shall unreasonably deny an employee a fifteen (15) minute rest period during each four (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a work location assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his/her work location. In those cases, it is recognized that the employee can "rest" while the employee remains at his/her work location.

B. An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival or early departure from work.

#### 15.5 Shift Differential

Commencing on the beginning of the pay period, on or following July 1, 2021, bargaining unit employees will be paid a shift differential of two (2) percent for all hours worked between the hours of 7:00 p.m. to 7:00 a.m..



### **Article 16**

#### **On-Call and Call-Back**

##### 16.1 On-Call Assignment.

A. "On-call" assignment shall be defined as any time when an employee is instructed in writing by management to remain available to work during an off-duty period. An employee who is so instructed shall be required to leave word where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties.

B. In an emergency or other unforeseen circumstances, the University may verbally instruct an employee to be on-call for a period of not more than twenty-four (24) consecutive hours. The employee shall not be eligible for on-call payments in excess of the period for which verbal instructions are appropriate.

#### 16.2 On-Call Payment.

A. On-call time is not compensable for purposes of computing overtime; however, travel time to and from work when called back is compensable time.

B. When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar (\$1.00) per hour for each hour such employee is required to be on-call.

C. An employee who is required to be on-call on a Saturday, Sunday, or University holiday will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the University's hourly minimum for the employee's classification for each hour such employee is required to be available.

D. If an on-call period is less than one (1) hour, the employee shall be paid for one hour.

16.3 Call-Back. If an employee is called back to perform work beyond the employee's scheduled hours of work for that day, the employee shall be credited with the greater of the actual time worked, including time to and from the employee's home to the assigned work location, or two (2) hours.

### **Article 17**

#### **Leaves of Absence/Holidays**

17.1 Leaves. Employees may be granted leaves of absence as provided in University Regulation USF 10.203.

17.2 Leave to Supplement Workers Compensation Benefits. An employee is eligible to use paid leave to supplement Workers Compensation benefits in accordance with University Regulation USF 10.203 (19).

### **Article 18**

#### **Learning Opportunities**

18.1 The University and AFSCME recognize the importance of employee career development in order to provide for employee training which will improve competencies and productivity.

A. The University will make reasonable efforts to continue existing training and development programs and to develop new programs where the University considers such programs to be beneficial.

B. The University will make good faith efforts to provide newly-hired employees with an orientation period to explain procedures, policies, standards and performance expectations of the employee, and to provide in-service development programs for employees. The University will also provide information to increase employee awareness of sexual harassment.

C. Where Supplemental Vocational Training Programs are available through State community colleges, the University shall make a reasonable effort to use this resource to provide training opportunities.

D. In accordance with the University's established policies and procedures, an employee may be allowed administrative leave or work time for the purpose of attending short courses, institutes, and workshops which will improve performance in or gain new skills relevant to their current position.

E. The University may assign employees to attend training and development courses.

F. The University shall provide employees with appropriate in-service training in new technology, systems, equipment and business practices where the employee is required to use such in their current positions, except where such competencies are a requirement for entry into the position.

G. The University shall provide reasonable written notice to AFSCME when discontinuing a career development program which includes a salary increase component.

18.2 Employee Tuition Program. The University will accommodate employees seeking to take courses under the University's Employee Tuition Program, including providing flexible work schedules to accommodate such course enrollment whenever practicable. After a full-time employee has successfully completed his/her 6 month initial probationary period, the employee shall be allowed to enroll in up to 6 credit hours per semester of tuition fee waiver courses in accordance with the University's Employee Tuition Program.

18.3 GED Programs. Where GED programs exist, the University shall make reasonable efforts to provide employees with flexible work schedules to accommodate participation in such programs.

18.4 Grievability. The University and AFSCME understand that nothing in this Article precludes or in any way limits or restricts the University's right to develop, implement, or otherwise manage training or apprenticeship of its employees. Therefore, any claim by

an employee or AFSCME concerning this Article shall not be subject to the Grievance Procedure of this Agreement.

18.5 The University agrees to appoint a system wide committee to explore the subject of tuition assistance for spouses and children of bargaining unit members. AFSCME Local 3342 shall be given membership on this committee.

## **Article 19**

### **Contracting Out**

19.1 Prior to issuing a request for proposal or bid (such as, but not limited to RFP or ITN) for contracting-out work which will result in the layoff of employees, the University will notify the local AFSCME president. The local AFSCME president may then discuss the impact of the proposed contracting-out on affected employees by scheduling a consultation with the Chief Administrative Officer within ten (10) days of receiving the notice.

19.2 The University shall include in the request for proposals for contracting-out such work, in addition to any other requirements to be considered, provisions which:

A. require the proposers to offer to employ affected employee(s) having regular (permanent) status for a period of 120 days after the start of the contract with equivalent pay and health-care insurance, subject to termination during this period only for just cause, and provide reasonable training during this period to increase the employee's opportunity for employment beyond the 120 days; and,

B. require the proposers to provide information regarding the coverage and cost of any health-care insurance which will be provided to any affected employee employed by the proposer.

19.3 The University shall not ordinarily contract-out work which will result in the layoff of employees where the results of a request for proposal or bid do not indicate a cost savings to the University during the term of the proposed contract.

19.4 The affected employees, in consultation with the local AFSCME president, may submit a proposal in response to the University's request for proposals or bid. Such proposal shall be submitted in the form and manner as required for all proposers.

19.5 The University shall make reasonable efforts to place affected employees in other University positions prior to layoff. The University shall provide out placement and counseling services to affected employees.

19.6 If an affected employee is laid-off as a result of the University contracting-out their work, such employee may file a grievance under Article 6. The only issue to be addressed by such grievance is whether the University complied with the provisions of this Article.

## Article 20

### AFSCME Deductions

#### 20.1 Deductions and Remittance.

A. The University will deduct AFSCME membership dues in an amount established by AFSCME and certified in writing by the President of Council 79 to the University, and make other deductions from employee's pay for those employees who individually make such request on the deduction authorization form provided by AFSCME included as Appendix B. Employee transfers or promotions within the bargaining unit shall not require the submission of new forms.

B. The dues and other authorized deductions shall be made on the employee's regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues and other authorized deductions shall be remitted by the University to the AFSCME State Office within thirty (30) days after the deductions are made, or as soon thereafter as possible. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee had previously submitted a deductions authorization form.

C. AFSCME shall notify the University in writing of any changes in its dues at least thirty (30) days prior to the effective date of such change.

20.2 Insufficient Pay for Deduction. In the event an employee's salary earnings within any pay period are not sufficient to cover dues and other authorized deductions, it will be the responsibility of AFSCME to collect its dues and other authorized deductions for that pay period directly from the employee.

20.3 Termination of Deduction. The University's responsibility for deducting dues and other authorized deductions shall terminate automatically upon either: (1) thirty (30) days written notice from the employee to the University's Division of Human Resources Office who will contact payroll and copy the Union president to revoke ~~revoking~~ that employee's prior deduction authorization, (2) the termination of employment, or (3) the transfer, promotion, or demotion of the employee out of the bargaining units. 

20.4 Indemnification. AFSCME shall indemnify, defend, and hold the Board, University, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Board, University, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the University any funds received in accordance with this Article which are in excess of the amount of deductions which the University has agreed to deduct, provided that such unauthorized dues deductions are reported to

AFSCME Council 79 by the University within one hundred and twenty (120) days of the occurrence.

20.5 Exceptions. The University will not deduct any AFSCME fines, penalties, or special assessments from the pay of any employee.

## Article 21

### Wages

#### 21.1 Wage Adjustment

1. (a) The University will provide a one percent (1%) increase to bargaining unit employees who are employed with the University in an established position on the date of ratification of the Agreement by the Board of Trustees and who are active employees at the time the base increase becomes effective, and who meet all of the following criteria:

- i. They do not have an overall rating of "Needs Improvement" or "Unsatisfactory" on their evaluation of record;
- ii. They do not have an open Performance Improvement Plan.

(b) The University will provide a one-time bonus of one percent (1%) of the employee's base wages to bargaining unit employees who were employed with the University as of July 1, 2020, and who continue to be employed by the University as of the date of ratification of the Agreement by the Board of Trustees, and who are active employees on the pay period the bonus is paid out. The bonus will be based on the employee's most recent base wage rate prior to the 1% wage increase in section (a) above. Additionally, employees must meet all criteria below at the time of payment:

- i. They do not have an overall rating of "Needs Improvement" or "Unsatisfactory" on their evaluation of record;
- ii. They have been employed by the University in an established position since on or before July 1, 2020, and continuously employed in an established position; and
- iii. They do not have an open Performance Improvement Plan.

#### 2. Effective Date of Increase.

The one percent (1%) base wage increase, and the 1% bonus will be granted on the first pay period following the date of ratification by the Board of Trustees.

3. Proration. Eligible employees appointed less than full time will receive a prorated amount based on their FTE.

4. Wage Adjustments.

The University shall retain the authority to make wage adjustments for employees for market equity, compression/inversion or other reasons. Also, the University shall retain the authority to enter into financial settlements with employees in the settlement of grievances, lawsuits and other disputes.

5. Performance Based Funding ("PBF") Contingency

1. The increases contained in this article are contingent upon no reduction in the University's Performance Based Funding ("PBF") as compared to the level of PBF on August 1, 2016. To avoid confusion, the PBF Model was approved at the January 2014 Board of Governors Meeting. The model includes 10 metrics that evaluate Florida Institutions on a range of issues. PBF levels will be calculated on August 1 in each year of the contract for the purposes of determining if there was a reduction in PBF.
2. In the event of a reduction in PBF funding the University shall have the sole discretion to determine whether to proceed with the increases described in this article. In the event the University does not proceed with the increases due to reduction in PBF, the University will notice AFSCME in writing of its decision ("Notice"). Within 30 (thirty) days of the University's Notice, the parties will meet to bargain in good faith for an alternate salary article

**Article 22**

**Benefits**

22.1 Current Employees.

- A. State Employee Health Insurance Program. The University and AFSCME support legislation to provide adequate and affordable health care insurance to all employees.
- B. Employee Assistance Programs. The following guidelines are applicable to the University's Employee Assistance Programs (EAP):

1. When an employee's EAP participation is designated in conjunction with the employer to improve job performance, then some limited time for participation, as described in University policy, shall be counted as time worked.

2. In requesting and being granted leave to participate in a University EAP, an employee, for the purpose of maintaining confidentiality, need reveal to their supervisor only the fact of such EAP participation.

3. Neither the fact of an employee's participation in an EAP, nor information generated by participation in the program, shall be used as a reason for discipline under Article 7, or as evidence of a performance deficiency within the evaluation process referenced in Article 14, except for information relating to an employee's failure to participate in the EAP consistent with the terms to which the employee and the University have agreed.

C. Child Care Programs. The University will make available information to employees about University child care programs.

## 22.2 Retired Employees.

A. Employees who retire under the Florida Retirement System shall be eligible, upon request, to receive on the same basis as other employees the following benefits at the University from which they retired, subject to University regulations and policies.

1. Retired employee identification card;
2. Use of the University Library (i.e., ~~pubic~~<sup>public</sup>-public rooms, lending and research service); and
3. Placement on designated University mailing lists.

B. In addition, fees may be charged retired employees for the following, and/or access granted to them on a space available basis:

1. Use of University recreational facilities;
2. A University parking decal; and
3. Course enrollment of retired employees sixty (60) years or older who meet Florida residency requirements, without payment of fees, on a space available basis, in accordance with Section 1009.26(4), Florida Statutes.

## **Article 23**

### **No Strike**

#### 23.1 No Strike.

A. During the term of this Agreement, neither AFSCME nor its officers or agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, or strike; interfere with the work and statutory functions or obligations of the State; or engage in any other activities which are prohibited in Section 447.505, Florida Statutes.

B. AFSCME agrees to notify all of its local offices and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. AFSCME further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

#### 23.2 Remedies.

A. The University may discharge or discipline any employee who violates the provisions of this Article and AFSCME shall not use the Grievance Procedure on such employee's behalf; however, if the issue is whether the employee engaged in activities prohibited by this Article, AFSCME may elect to represent the employee in such grievance through the Grievance Procedure.

B. Nothing contained herein shall preclude the University from obtaining judicial restraint and damages in the event of a violation of this Article.

### **Article 24**

#### **Prevailing Rights**

All pay and benefits provisions published in the University's Employment Regulations which are not specifically provided for or modified by this Agreement or by the Legislature shall be in effect during the term of this Agreement.

Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by the University's Employment Regulations or other appropriate administrative or judicial remedy.

### **Article 25**

#### **Totality of Agreement**

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

25.2 Obligation to Bargain. The University and AFSCME 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 parties at the time they negotiated or signed this Agreement.

25.3 Modifications. Nothing herein shall preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

## Article 26

### Savings Clause

26.1 If any provision of this Agreement is in conflict with State or federal laws or regulations by reason of any court action or existing or subsequently enacted legislation, or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 447.309(3), Florida Statutes, then such provision shall not be applicable, performed, or enforced, but the remaining parts or provisions of this Agreement shall remain in full force and effect for the term of this Agreement.

26.2 If any provision of this Agreement is found to have the effect of causing the University to be denied funds otherwise available through federal funding, such provision shall not be applicable, performed, or enforced.

26.3 If a provision of this Agreement is rendered invalid, as specified above, the parties shall meet and bargain for the purpose of renegotiating that provision.

## Article 27

### Duration



27.1 The Agreement shall be effective on the date ratified by the University Board of Trustees except as otherwise agreed by the parties, and shall remain in effect for a ~~three~~one-year period until midnight June 30, ~~2019~~2022. Unless otherwise provided in this Agreement, no Article shall be subject to renegotiation unless both parties mutually agree to do so. Moreover, should the Florida law regarding the State's Performance Salary Systems be amended by the Legislature during the term of this Agreement, the parties may reopen this Agreement as set forth in Article 21. This Agreement supersedes the parties' ~~2014-2017~~2016-2019 Agreement.

27.2 Renegotiations for a successor agreement shall begin no later than January 1, 2019. In the event that the parties fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

27.3 Emergencies. If the Governor determines that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar

catastrophes, the provisions of this Agreement may be suspended by the CAO during the time of the declared emergency, provided that wages and benefits shall not be suspended.

## **Article 28**

### **Drug Testing**

28.1 The University agrees to consult with AFSCME prior to implementing any new drug testing requirements for employees.

28.2 An employee directed to submit to a drug test based on reasonable suspicion may confer with the AFSCME Employee Representative provided that it does not unreasonably delay the testing process.

## **Article 29**

### **Workers' Compensation**

29.1 Policy.

The University shall provide employees who have a work-related illness or injury benefits as defined under USF Regulation 10.203.

29.2 Light Duty or Modified Job.

The department may modify the job functions to provide light duty assignment for the employee. If appropriate duties cannot be found within the employee's department, a temporary work assignment will be sought within the University.

## **Article 30**

### **Uniforms**

30.1 Employees required to wear uniforms shall have them supplied to them by the University at no cost to the employee, except as noted in this article.

30.2 Uniforms issued will be the property of the University and will be returned (as University property) upon an employee's separation from the position requiring a uniform.

30.3 Where advisory committees are used to recommend the selection of uniforms, at least one employee from the division and/or department that will be required to wear the uniform will serve on that advisory committee.

30.4 Employees reserve the right to opt for an approved alternative fabric for the uniform selected, if available. If there is a difference in cost between the selected fabric and an approved alternative fabric, the employee will be responsible for the difference in costs.

30.5 Required uniforms will be replaced at no cost to the employee, except as noted in Section 30.4 of this article, in accordance with a regular schedule determined by the University. When the University determines that uniforms need repair or replacement, such repair or replacement will be at no cost to the employee, except as noted in this article, as long as there is no evidence of negligence or misuse. Requests for replacement or repair of uniforms should be addressed in a timely fashion and not unreasonably denied.

30.6 The particular style of the uniform will be determined by the University in accordance with the specific functions, safety considerations, and customer service requirements of the position. The employee's safety, comfort, and Florida climate will be taken into consideration during the selection process. When appropriate to the function, practicable and safe, employees may choose between long pants, skirts, or shorts (if available from the vendor). Any cost differential from the standard uniform selected by the University will be assumed by the employee.

30.7 University-issued uniforms will be worn only when performing University-approved services and when executing assigned job duties. Employees are allowed to wear uniforms during normal commute to and from work, rest periods and lunch breaks. Employees may also wear uniforms while attending sanctioned on-campus events/classes.

IN WITNESS THEREOF, the parties have set their signature this 16<sup>th</sup> day of ~~September~~August, 2016~~2021~~.

*HR*

FOR THE UNIVERSITY OF  
SOUTH FLORIDA BOARD  
OF TRUSTEES

FLORIDA PUBLIC EMPLOYEES  
COUNCIL 79  
AMERICAN FEDERAL OF  
STATE, COUNTY AND  
MUNICIPAL EMPLOYEES,  
AFL-CIO

~~Judy Genshaft~~Rhea Law  
Interim President

Hector Ramos  
Chief Negotiator/Regional Director

John Dickinson  
Chief Negotiator

~~Susie Shannon~~  
President

*Jeremy Decsis*

John Dickinson  
~~Kofi Glover~~Liz Gierbolini  
~~Liz Gierbolini~~Sheri Neshiem  
~~Donna Keener~~Angela Lucas  
~~Angela Mason~~Brian VanZant  
~~Denelta Adderly~~Henry

Hector Ramos  
~~Susan Shannon~~  
~~Michael D. Williams~~  
~~Maria Peas~~  
~~Darlene Corcoran~~  
~~Tom Kaenratu~~  
~~Robert Chapman~~

## Appendix A

### Classifications and Positions in the Bargaining Unit

CLASS CODE	CLASS TITLE
2200	Academic Program Specialist
3212	Accounting Assistant
3230	Accounting Specialist
2202	Administrative Clerk
2204	Administrative Specialist
1104	Admissions Evaluator
4764	Alumni Program Specialist
<del>6563</del>	<del>Assistant Marine Captain</del>
2105	Associate Application Developer
1419	Benefits Representative
5033	Biological Scientist
3708	Biomedical Illustrator
3642	Biomedical Photographer
4601	Broadcast Engineering Technologist
3790	Broadcast Production/Program Assistant
3781	Broadcast Specialist
1116	Budget Planning Specialist
3231	Building & Security Assistant
3228	Building Access Technician
6484	Building Construction Inspector
4364	Building Systems Control Technician
6438	Cabinet Maker
8203	Campus Security Officer
3206	Cashier
<del>5625</del>	<del>Certified Surgical Technician</del>
5043	Chemist
2210	Client Services Assistant
2796	Collections Specialist
3732	Communications & Marketing Specialist
5935	Community Outreach Caseworker
2064	Computer Hardware Repair Specialist
7230	Control/Alarm System Technician
1422	Copy Editor
6526	Custodial Worker
1115	Customer Service Associate Retail
<del>4456</del>	<del>Desktop Support Technician I</del>
<del>2051</del>	<del>Desktop Support Technician II</del>
<del>4382</del>	<del>Desktop Support Technician III</del>
4714	Development Specialist
4335	Diagnostic Equipment Technologist
4345	Digital Court Reporter

6366	Driver/Courier	
6444	Electrician	
5009	Electron Microscope Manager	
4362	<del>Employee Services Coordinator</del> (FMLA COORDINATOR)	H2
4326	Employment Specialist	
1111	Enrollment Management Assistant	
4274	Enrollment Management Specialist	
1414	Environ Health & Safety Specialist	
2205	Executive Administrative Specialist	
1109	Financial Aid Assistant	
1106	Financial Aid Specialist	
2814	Fine Arts Production Specialist	
3211	Fiscal & Business Assistant	
3213	Fiscal & Business Specialist	
<u>4391</u>	<u>Geographic Info System Spec</u>	H2
<u>4457</u>	<u>Graduate Admissions Coord</u>	H2
6394	Groundskeeper	
3210	Head Cashier	
5125	Health Physicist	
6368	Heavy Equipment Operator	
2051	<del>Help Desk Systems Support Specialist</del> (Desktop Support Technician II)	H2
6445	High Voltage Electrician	
1112	Human Resources Assistant	
4359	<del>Human Resources Coordinator</del> (Senior Human Resources Specialist)	H2
1006	Human Resources <del>Representative</del> (Human Resources Specialist)	H2
5875	Human Services Program Specialist	
3227	HVAC Controls Specialist	
3208	HVAC Refrigeration Mechanic	
2050	Information Technology Support Specialist	
2209	Insurance Specialist	
4762	Intellectual Property Specialist	
6399	Irrigation Technician	
<u>4433</u>	<u>Lab Animal Research Technician</u>	H2
1426	Laboratory Animal Supervisor	
4712	Laboratory Animal Technician	
6390	Laborer Supervisor	
4275	Lead Enrollment Management Specialist	
3238	Lead Media Resources Specialist	
2036	Lead Telecom Technology Specialist	
4339	Learning & Development Production Specialist	
4303	Library Assistant	
4304	Library Specialist	
5599	Licensed Practical Nurse	
3209	Mail Clerk	
6374	Maintenance & Repair Worker	
6466	Maintenance Technician	

6561	Marine Cook/Deckhand	
6556	Marine <del>Engine Specialist</del> (Marine Chief Engineer)	HZ
6552	Marine Mechanic	
2206	Media Publishing Specialist	
3726	Media Resources Specialist	
3727	Media Technologist	
5518	Medical Assistant	
2198	Medical Education Program Specialist	
5666	Medical Records Specialist	
5032	Medical Technician	
5602	Medical Technologist	
3202	Mover	
2053	Network & Server Support Specialist	
4300	Office Equipment Technician	
0716	Office Manager	
4753	Operations Technician	
5576	Ophthalmic Photographer	
6426	Painter	
8401	Parking Enforcement Specialist	
4358	Payroll Assistant	
3236	Payroll Specialist	
4368	Pharmacy Technician	
3201	Plant Maintenance Mechanic	
3203	Plant Operator	
6441	Plumber	
8412	Police Communication Specialist	
8413	Police <del>Communication</del> Supervisor (Police Services Supervisor)	HZ
8411	Police Services Assistant	
6554	<del>Port Engineer</del> (Marine Vessel Services Coordinator)	HZ
3232	Postal Services Representative	
1306	Preschool Teaching Assistant	
4356	Production Sales Associate	
1423	Property Control Specialist	
5578	Pulmonary Technician	
0809	Purchasing <del>Specialist</del> (Purchasing Agent)	HZ
8700	Radiation Control Technician	
3207	Receptionist	
6405	Recreational/Facility Specialist	
1429	Recycling Specialist	
4608	Rehabilitation Engineering Technician	
4705	Research Engineering Technologist	
3199	Research Machinist	
4706	Research Support Specialist	
4715	Research Technician	
<u>4374</u>	<u>Retail Team Lead</u>	
<u>4373</u>	<u>Senior Academic Program Specialist</u>	HZ

<u>3725</u>	<u>Senior Audio-Visual Equipment Operator</u>	HZ
5045	Senior Chemist	
5127	Senior Health Physicist	
0918	Shipping and Receiving Clerk	
5035	Senior Biological Scientist	
3645	Senior Biomedical Photographer	
4338	Senior Broadcast Specialist	
6527	Senior Custodial Worker	
6395	Senior Groundskeeper	
4763	Senior Intellectual Property Specialist	
4713	Senior Laboratory Animal Technician	
8402	Senior Parking Enforcement Specialist	
0815	Senior Purchasing Agent	
3198	Senior Research Machinist	
0921	Senior Shipping & Receiving Clerk	
5598	Senior Licensed Practical Nurse	
<u>4411</u>	<u>Senior Medical Education Prog Specialist</u>	HZ
<u>0918</u>	<u>Shipping and Receiving Clerk</u>	HZ
2201	Staff Assistant	
2199	Student Services Program Specialist	
4282	Teaching Laboratory Specialist	
2035	Telecom Technical Specialist	
0261	Telephone System Operator	
<u>4393</u>	<u>Test Administrator</u>	HZ
2211	Test Item Banker	
3783	Traffic Specialist	
1110	Training Support Specialist	
6367	Transit Bus Driver	
4371	Unit HR Coordinator	
2054	User Applications Specialist	
6540	Vehicle & Equipment Mechanic	
6545	Vehicle Field Inspector	
6584	Voice & Data Communication Specialist	

**Appendix B**

**American Federation of State, County, and  
Municipal Employees AFSCME Dues Authorization Form**

I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received by the University membership dues and other authorized deductions of the American Federation of State, County and Municipal Employees (AFSCME) as established from time to time by AFSCME in accordance with its Constitution, and as certified to the University by AFSCME. Furthermore, I understand that such dues will be paid to AFSCME.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Human Resources Office; (2) my transfer or promotion out of an AFSCME represented bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Printed Last Name                      Middle Initial                      First Name

\_\_\_\_\_  
University

\_\_\_\_\_  
Department or Work Location                      Job Title/Classification

\_\_\_\_\_  
Home Address - Street                      Home Phone

\_\_\_\_\_  
City, State Zip                      Ded. Code County Class Local  
For AFSCME Use Only



This grievance was received and filed with the University by (CHECK ONE):  
\_\_\_\_\_ Mail (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR  
\_\_\_\_\_ PERSONAL DELIVERY. *Personal Delivery requires signature of recipient.*  
Received by \_\_\_\_\_ Date \_\_\_\_\_

University of South Florida  
Board of Trustees - AFSCME

**Appendix C**  
**Grievance**

GRIEVANT NAME: \_\_\_\_\_

CAMPUS: \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

STEWARD/AFSCME EMPLOYEE REPRESENTATIVE  
NAME: \_\_\_\_\_

CAMPUS: \_\_\_\_\_

DEPT/ DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

All university communications shall go to the Steward/AFSCME Employee Representative at the above address.

STATEMENT OF GRIEVANCE -- must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations:

REMEDY SOUGHT:



**University of South Florida  
Board of Trustees - AFSCME**

**Appendix D**

**Request for Review of Step 1 Decision**

GRIEVANT

NAME: \_\_\_\_\_

CAMPUS: \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

AFSCME STAFF

REPRESENTATIVE NAME:

\_\_\_\_\_

CAMPUS: \_\_\_\_\_

DEPT/ DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

All university communications should go to the grievant's AFSCME Staff Representative at the above address.

DATE OF STEP 1 DECISION: \_\_\_\_\_

\_\_\_\_\_

**APPENDIX D (Continued)**

DATE STEP 1 DECISION WAS RECEIVED BY GRIEVANT'S STEWARD/AFSCME  
EMPLOYEE REPRESENTATIVE: \_\_\_\_\_

Provisions of Agreement allegedly violated as specified at Step 1:

I hereby request that the Director of Employee and Labor Relations or representative review the decision made in connection with the attached grievance for the following reason(s):

REMEDY SOUGHT:

\_\_\_\_\_  
Signature of Grievant(s) or AFSCME Representative and Date

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

\_\_\_\_\_ AFSCME \_\_\_\_\_

\_\_\_\_\_ Myself \_\_\_\_\_

\_\_\_\_\_ Other \_\_\_\_\_

A copy of the following documents must be attached to this Request at the time of its filing with the Director of Employee and Labor Relations or representative:

1. Appendix C - Original grievance form filed with the University.
2. Step 1 Decision, if issued by University.
3. All attachments to Step 1 Decision, as required in Section 6.3.

This request should be sent to:

HUMAN RESOURCES  
BOARD OF TRUSTEES, UNIVERSITY OF SOUTH FLORIDA  
4202 E. Fowler Avenue, SVC 2172  
Tampa, Florida 33620-6980

The Step 2 decision shall be transmitted to grievant's AFSCME Staff Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested, or by another method mutually agreed upon in writing.

This grievance was received and filed with the University by (CHECK ONE):	
_____ Mail (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR	
_____ PERSONAL DELIVERY. <i>Personal Delivery requires signature of recipient.</i>	
Received by _____	Date _____

University of South Florida  
Board of Trustees - AFSCME

**Appendix E**  
**Notice of Arbitration**

The American Federation of State, County, and Municipal Employees (AFSCME) or Grievant (if not represented by AFSCME) hereby gives notice of intent to proceed to arbitration in connection with the decision of the Director of Employee and Labor Relations dated \_\_\_\_\_ and received by the President of Council 79/Grievant on \_\_\_\_\_ in this grievance of:

NAME: \_\_\_\_\_

BOT FILE NO: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of AFSCME Representative or Grievant(s) and Date

Appendix E (Continued)

I hereby authorize AFSCME to proceed to arbitration with my grievance. I also authorize AFSCME and the Board of Trustees 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(s) (if represented by AFSCME) Date

(This request for arbitration will not be processed unless signed by grievant.)

This notice should be sent to:

OFFICE OF GENERAL COUNSEL  
UNIVERSITY OF SOUTH FLORIDA  
4202 E. Fowler Avenue, CGS 301  
Tampa, FL 33620-4301

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**Collective Bargaining Agreement**

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Between the  
University of South Florida Board of Trustees

and

Florida Public Employees Council 79  
American Federation of State,  
County and Municipal Employees  
AFL-CIO

2021 - 2022

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## **Preamble**

This Agreement is between the University of South Florida Board of Trustees, hereinafter called the University, and the Florida Public Employees Council 79, affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called AFSCME; and

WHEREAS, it is recognized by the University and AFSCME that the public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between public employers and their employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the public employer; and

WHEREAS, it is recognized by the University and AFSCME that terms and conditions of employment of employees are contained in this Agreement and in the University Employment Regulations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outline in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained the University and AFSCME do agree as follows:

## **Article 1**

### **Recognition**

#### **1.1 Inclusions.**

A. The University hereby recognizes AFSCME as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in Certification No. 1508, issued on October 1, 2004 by the Florida Public Employees Relations Commission ("PERC") including classifications in Operational Services, Human Services, and Administrative and Clerical categories. In addition, the University also recognizes AFSCME as the exclusive representative for all employees included in Certification No. 1587, issued on May 3, 2006 by PERC to include classifications in the Other Professional category.

B. This Agreement includes all full-time and part-time employees in the classifications and positions listed in Appendix A of this Agreement, except for those individuals filling full-time and part-time positions excluded pursuant to Section 1.2.

1.2 Exclusions. This Agreement specifically excludes persons in positions designated with managerial, confidential, temporary or emergency status, and all persons paid from Other Personal Services (OPS) funds.

1.3 Positions or Classes -- Unit Designation.

A. When a position is included in a bargaining unit, and the University determines that the position should be excluded from the unit due to its managerial or confidential status, the University shall notify the local AFSCME president of such determination. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the position, it may request that the Florida Public Employees Relation Commission resolve the dispute of unit placement.

B. When the University establishes a new Staff classification or revises an existing classification so that its bargaining unit designation is changed, the University shall notify AFSCME regarding the bargaining unit status of the class. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the class, it may request that the Florida Public Employees Relations Commission resolve the dispute through unit clarification proceedings.

## **Article 2**

### **Definitions**

The terms used in this Agreement are defined as follows:

2.1 "AFSCME Staff Representative" means an individual employed by AFSCME and designated by AFSCME to represent employees pursuant to this Agreement.

2.2 "Board" means the University of South Florida Board of Trustees as established in Florida Statutes Title XLVIII, Chapter 1001.72.

2.3 "Chief Administrative Officer" means the President of the University of South Florida or her/his representatives.

2.4 "Days" means calendar days, excluding any day observed as a University holiday.

2.5 "Employee" means a member of a bargaining unit described in Article 1.

2.6 “Steward/AFSCME Employee Representative” means a USF employee who has been designated by AFSCME to investigate grievances and to represent grievants in grievances which have been properly filed under Article 6 of this Agreement, when AFSCME has been selected as the employee’s representative.

2.7 “Management Representative” means an individual designated to hear grievances on behalf of the University of South Florida.

2.8 “Regular (Permanent) Status” is earned by an employee in a class, after successfully completing the specified probationary period for that class, which provides the employee with rights to remain in the class or to grieve adverse action taken against the employee while serving in that class. Once attained in any Staff class, regular (permanent) status is retained throughout continuous employment in the Staff pay plan at the University.

2.9 “Position” means a position in a classification included in the bargaining unit described in Article 1.

2.10 “President of Council 79” or President of AFSCME Local 3342 includes his/her representatives.

2.11 “University” means the University Of South Florida Board Of Trustees as established in Florida Statutes Title XLVIII, Chapter 1001.72.

2.12 “Staff” means the University Employees formerly known as “USPS” or the University Support Personnel System of the State University System.

2.13 “Progressive discipline” is a process for dealing with job-related behavior that does not meet expected performance standards. The primary purpose for progressive discipline is to assist the employee to understand that a performance problem or opportunity for improvement exists.

### **Article 3**

#### **Management Rights**

AFSCME agrees that the University has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the University and each of its constituent departments and programs, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is the right of the University to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions of this

Agreement.

## **Article 4**

### **Nondiscrimination**

4.1 Consistent with the University's Principles of Community, which reject language that demeans any member of our community, the University and AFSCME seek a work environment that is free from bullying. Bullying refers to a pattern of systematically, chronically or continuously inflicting personal hurt or psychological distress, threats or intimidation to a member of the bargaining unit by threatening or aggressive behavior, when such behavior is not protected by freedom of expression.

Each employee has the right to a work environment free from unlawful discrimination and harassment. The University and AFSCME shall not discriminate against or harass any employee based upon race, color, sex, religion, national origin, age, veteran status, disability, sexual orientation, marital status, or genetic information nor shall the University or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, Florida Statutes.

A. Definition of Sexual Harassment. Sexual harassment in the employment context means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature 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 is sufficiently severe or pervasive so as to alter the conditions of, or have the purpose or effect of substantially interfering with, an individual's work by creating an intimidating, hostile, or offensive working environment.

B. Investigation of Charges of Discrimination. Charges of discrimination, including sexual harassment and those filed by employees against students, shall be promptly reviewed/investigated according to established University procedures. No employee reviewed/ investigated under such procedures shall be disciplined until such review is complete and a finding of discrimination has been issued.

4.2 Employees may avail themselves of the provisions of the Whistleblower's Act, (Section 112.3187, Florida Statutes).

4.3 AFSCME agrees to support the University's affirmative action efforts. University affirmative action efforts shall not be subject to review under the provisions of Article 6, Grievance Procedure.

4.4 The local AFSCME President shall be provided, upon written request and without cost, a copy of the University's Affirmative Action Plan and any subsequent amendments.

4.5 Reasonable Accommodation.

A. USF will not unlawfully discriminate against its employees on the basis of disability and will provide accessibility and reasonable accommodation to its employees with regard to any aspect of employment including fringe benefits, training, conferences, professional meetings and recreational/social activities sponsored by the University.

B. The employee has a right upon request to AFSCME representation for a meeting addressing reasonable accommodation under the ADA.

4.6 Appeal Process. An employee who wishes to appeal a determination of a complaint of discrimination issued by the Office of Diversity and Equal Opportunity may do so by exercising their right under the provisions of that University policy for appeal.

4.7 Training. The University will provide training on the non-discrimination and sexual harassment policy to employees.

**Article 5**

**AFSCME Activities**

5.1 Policy. The President of Council 79 shall be responsible for all decisions relating to employee representation activities covered by this Agreement and will handle those AFSCME activities which require action by or coordination with the CAO. The CAO will initiate contact with the President of Council 79 concerning matters which require action by, or coordination with, Council 79.

5.2 Designation and Selection of Representatives.

A. The President of Council 79 Local 3342 shall annually furnish to the University, no later than July 1, a list of Stewards/AFSCME Employee Representatives, Local AFSCME President, and AFSCME Staff representatives. This list shall include the name, department, class title, and the address and phone number of the AFSCME Staff Representatives. AFSCME shall notify the University, in writing, of any changes to the Steward/AFSCME Employee Representative, the Local AFSCME President, and AFSCME Staff Representatives list within fourteen (14) days of implementation of such changes. The University will not recognize any person as a Steward/AFSCME Employee Representative, Local AFSCME President, or AFSCME Staff Representative whose name does not appear on the list.

B. The President of Council 79 Local 3342 shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with no more than fifteen (15) employees designated at the University.

C. The University shall annually furnish no later than July 1 a list of Step 1 and Step 2 management representatives by name, title, and campus mailing address to the local AFSCME President, unless there have been no changes in the list from the preceding year.

### 5.3 Representative Access.

A. Representatives of AFSCME shall have access to the premises of the University in accordance with policies regarding public access to State property.

B. Stewards/AFSCME Employee Representatives, Local AFSCME President, and AFSCME Staff Representatives may request access to premises not available to the public under University policies. Such requests shall indicate the premises to be visited, the employees with whom the representative wishes to speak, the grievance being investigated, and the approximate length of time the representative will require such access. Permission for such access for the purpose of investigating an employee's grievance shall not be unreasonably denied and such access and investigation shall not impede University operations.

C. AFSCME shall have the right to use University facilities for meetings on the same basis as they are available to other university-related organizations.

D. The University may establish an account into which AFSCME may deposit funds that would be used to reimburse the University for services provided.

E. At the end of each quarter, the University will provide to AFSCME a list of newly hired bargaining unit employees. The list will include the name of the new employee and the employee's job title, department and mail point.

5.4 Printed Agreements. The University will provide AFSCME a maximum of two hundred fifty (250) copies of the Agreement at no cost to AFSCME. For any copies in excess of this number, AFSCME shall bear one-half the cost of printing.

### 5.5 Bulletin Boards.

A. Where University-controlled bulletin boards are available, the University agrees to provide space on such bulletin boards for AFSCME use. Where bulletin boards are not available, the University agrees to provide wall space for AFSCME-purchased bulletin boards. The University shall make a reasonable effort to make such space available and accessible to employees.

B. The materials posted on the boards shall be restricted only to office AFSCME matters. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any person or organization or faction thereof, except that election material relating to AFSCME elections may be posted on such boards.

C. Posting must be dated and approved by the local AFSCME President.

#### 5.6 Regulations and Agendas.

A. The University shall provide AFSCME with a copy of the following documents:

1. Agendas and minutes of the meetings of the Board of Trustees; and
2. University regulations

B. The University shall also provide AFSCME a computer account for purposes of accessing data in GEMS reflecting the annual salary increases provided to employees. Costs associated with AFSCME's use of such data shall be borne by AFSCME consistent with the costs charged others using GEMS.

C. The University shall provide the Local AFSCME President with a copy of its personnel regulations.

D. At least thirty (30) days prior to the adoption or amendment of any university personnel regulation which will change the terms and conditions of employment for employees, the University will provide notice to AFSCME of its intended action, including a copy of the proposed regulation, a brief explanation of the purpose and effect of the proposed regulation, and the name of a person at the University to whom AFSCME may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation under the Board of Governors Regulation Development Procedure.) AFSCME may provide written comments, concerns, or suggested revisions to the University contact person within 10 days of receipt of the notice. The University will consider and respond in writing to the comments, concerns, and suggestions of AFSCME within 10 days of their receipt by the University; such response will include the reasons for rejecting any suggested revisions. AFSCME may also use the consultation process described in Section 5.7 to discuss the proposed revisions to a university personnel regulation, however, AFSCME must request such consultation within 10 days of receipt of notice of the proposed regulation revision.

#### 5.7 Consultation.

A. Consultation with Chief Administrative Officer. The Chief Administrative Officer shall meet with local AFSCME 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. The meetings shall be held on a mutually convenient date. The party requesting consultation shall submit a written list of agenda items one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement, however, such meetings shall not constitute or be used for the purpose of collective bargaining. When AFSCME is the

party requesting a consultation, AFSCME shall notify the Director of Human Resources of the proposed consultation, who will notify the Chief Administrative Officer.

B. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

## 5.8. Negotiations.

### A. Parties and Location.

1. AFSCME agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the Board of Trustees. There shall be no negotiations by AFSCME at any other level.

2. Although negotiating meetings shall normally be held at the University, the University and AFSCME may agree to meet elsewhere at a location which involves no rental cost to the University.

B. AFSCME Committee. AFSCME shall designate in writing not more than eleven (11) employees to serve as its Negotiation Committee. Attendance at negotiating sessions, shall not impede the operations of the University. In the event that an employee designated as a Committee member is unable to attend AFSCME negotiations, AFSCME may send an alternate Committee member from the University.

### C. Negotiation Leave.

1. USF will grant 56 hours of paid Negotiation Leave per year commencing August 1, 2005 for the USF bargaining unit Negotiations Committee members for the purpose of attending negotiations sessions between USF and AFSCME.
2. No Committee member or alternate shall be credited for more than eight (8) hours for any day of negotiations, nor shall the time in attendance at such negotiating sessions be counted as hours worked for the purpose of computing compensatory time or overtime.
3. USF shall not reimburse the Committee members or alternate for travel, meals, lodging, or any expenses incurred while on paid negotiation leave pay.
4. AFSCME may distribute the 56 hours of leave per year as it desires to individual Committee members by notifying USF at the conclusion of the

negotiations session of the identity of the members to whom Negotiation Leave should be provided and the number of hours to be distributed.

5. Committee members and alternates who are not given the right to paid Negotiation Leave shall have the right to request unpaid leave or use accrued annual leave for the purpose of attending negotiating sessions. Such leave shall not impede the operations of the University or be unreasonably denied.
6. Such Negotiation Leave as described and agreed to herein shall continue until the parties mutually agree in writing on a different arrangement.

#### 5.9 Leave for Negotiating and Other AFSCME Activities.

A. Committee members and alternates shall have the right to request unpaid leave or accrued annual or compensatory leave for the purpose of attending negotiating sessions. Such leave shall not impede the operations of the University or be unreasonably denied.

B. Employees shall have the right to request leave for the purpose of attending AFSCME conventions, conferences, meetings, and negotiating sessions. When such requests are denied, the supervisor shall provide such denial in writing.

#### 5.10 Release Time for President

The University agrees to provide two (2) hours per week of paid release time to the President of AFSCME for the purpose of on-campus direct union representational duties for employees in the bargaining unit. The President shall provide his/her supervisor with written justification for the need and purpose of the release time, and sufficient advance notice where practical to facilitate the securing of a replacement employee or to accommodate the release time. Such release time shall not impede the operations of the University or be unreasonably denied.

## **Article 6**

### **Grievance Procedure**

#### 6.1 General Provisions.

A. The University and AFSCME encourage informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the lowest level University representative who has authority to address the complaint. Such review and discussions should be held with a view to reaching an understanding which will resolve the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance

procedure prescribed by this Article. If the complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provisions of this Article.

B. "Grievance" means a dispute filed with the University's Division of Human Resources ("Step 1"), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. The filing or pendency of any grievance under the provisions of this Article shall in no way impede or delay the right of the University to take the action complained of; subject, however, to the final disposition of the grievance.

C. "Grievant" means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee. AFSCME may file a grievance in a dispute over a provision of this Agreement which confers rights upon AFSCME.

D. The resolution of a grievance prior to its appeal in writing to Step 3 shall not establish a precedent binding on the University or AFSCME.

E. All grievances must be filed within thirty (30) days following the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of the event if that date is later. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps. Facts uncovered during Step 1 that are relevant to the alleged contract violation(s) may be admitted and considered during subsequent steps.

F. The University shall not retaliate against any employee who participates in the procedures set forth in this Article.

G. If a Step 1 grievance meeting is held or requires reasonable travel time during the working hours of the grievant or any required participant, such person shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

H. Each grievance, request for review, and arbitration notice must be submitted in writing on the appropriate form attached to this Agreement as Appendices C, D, and E, respectively and with all required attachments as noted on each Appendix. Appendices C and E must be signed by the grievant. If due to unusual circumstances, the employee is unable to sign, an AFSCME representative may sign Appendices C and E in order to file timely. The grievant must provide an original signature on these forms prior to Step 1. One Appendix C, D or E may be filed in a grievance with more than one grievant, provided that the respective Appendix bears the signatures of all grievants. All grievance forms shall be dated when the grievance is received. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, an AFSCME representative may sign such forms for the grievant.

## 6.2 Representation.

A. A grievant who decides to use this grievance procedure shall, prior to the Step 1 meeting, choose whether to be represented by AFSCME. Where AFSCME representation is requested by an employee, the employee's grievance representative shall be selected by AFSCME from the list referenced in Section 5.2A. AFSCME may reach agreement with the University at any step of the grievance process and such agreement shall be binding on the employee.

B. When the AFSCME President or Steward/AFSCME Employee Representative is selected to represent a grievant, he/she may be allowed a reasonable amount of time off with pay to investigate the grievance and to represent the grievant at any Step of the grievance procedure which is held during regular work hours, subject to the following limitations:

1. The AFSCME President or Steward/AFSCME Employee Representative will not be allowed time off with pay to investigate his/her own grievance.

2. Time spent by the AFSCME President or Steward/AFSCME Employee Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

3. Such time off with pay shall be subject to prior approval by the AFSCME President's or Steward/AFSCME Employee Representative's immediate supervisor; however, approval of such time off will not be withheld unless it impedes the operations of the unit to which the AFSCME President or Steward/AFSCME Employee Representative is regularly assigned.

C. If the employee elects not to be represented by AFSCME, the University agrees to provide AFSCME with a copy of the written grievance filed under this Article within ten (10) days of receipt of such election. No resolution of any individually processed grievance shall be inconsistent with any terms of this Agreement. Upon conclusion of the grievance procedure, the University will provide AFSCME with a copy of the final resolution.

D. AFSCME shall not be bound by a grievance decision in a grievance in which the grievant chose not to be represented by AFSCME.

## 6.3 Procedures.

### A. Step 1.

1. The Management Representative shall schedule a meeting between the grievant, the grievant's AFSCME Representative, and the Department Head or his / her designee and any other appropriate individuals within fifteen (15) days following receipt of the grievance if no postponement is requested, or receipt of written notice that the grievant wishes to proceed with the Step 1 meeting if a postponement was previously

requested. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons therefor, to grievant's AFSCME Representative within thirty (30) days following the conclusion of the meeting, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision shall be sent to AFSCME if grievant elected to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested, or by another method mutually agreed upon in writing.

2. Where practicable, the Management Representative shall make available to the grievant or grievant's AFSCME Representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

3. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's AFSCME Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting.

B. Step 2.

1. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the Director of Employee and Labor Relations or his/her designee (hereinafter referred to in Step 2 of this Article as "University Representative") within thirty (30) days following receipt of the Step 1 decision by grievant's AFSCME Representative. The University Representative and grievant's AFSCME Representative shall schedule a meeting for the purpose of reviewing the matter no sooner than seven (7) and no later than fifteen (15) days following receipt of the request for review.

2. The University Representative shall issue a written decision, stating the reasons therefor, to grievant's AFSCME Staff Representative within thirty (30) days following the conclusion of the meeting. In the absence of an agreement to extend the period for issuing the Step 2 decision, AFSCME may proceed to Step 3, if the AFSCME Staff Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to AFSCME, if the grievant elected to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested, or by another method mutually agreed upon in writing.

C. Step 3 - Arbitration.

1. If the grievance is not resolved at Step 2, AFSCME may appeal the decision

to Arbitration on a Request for Arbitration Form within thirty (30) days after receipt of the decision.

2. The University and AFSCME may, by written agreement, submit related grievances for hearing before the same arbitrator.

3. Selection of Arbitrator.

a. Within 30 days of University's receipt of a timely and proper request for arbitration, the parties will either mutually agree to an arbitrator or jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, who are current members of the National Academy of Arbitrators, for resolution of the grievance. Any filing fee will be shared by the parties.

b. Within fourteen (14) days of the receipt of the Panel list, the parties will alternately strike an equal number of names until only one arbitrator remains. The remaining arbitrator will be the chosen arbitrator to hear the case. If the issue to be heard is a discipline case, the University will strike the first name. If the issue to be heard is over the interpretation and application of the agreement (non-disciplinary), AFSCME or the Grievant shall strike the first name.

4. Arbitration hearings shall be held at times and locations agreed to by the University and AFSCME, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration shall be held in the city of the campus where the employee works.

5. Arbitrability. Where applicable, issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s).

6. 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.

7. The arbitrator may fashion an appropriate remedy to resolve the grievance and the decision shall be final and binding on the University, AFSCME, the grievant(s), and the employees, provided that either party 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 682.13, Florida Statutes. For purposes of venue in any judicial review of an arbitrator's decision issued under this Agreement, the parties agree that such an appeal shall be filed in the courts in Hillsborough County, Florida, unless both parties specifically agree otherwise in a particular instance. In considering a

grievance, the arbitrator shall be governed by the following provisions and limitations:

a. The arbitrator shall endeavor to issue his/her decision not later than sixty (60) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

b. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.

c. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

d. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.

8. The arbitrator shall be without power or authority to make any decisions:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement or the provisions of applicable law or rules or regulations having the force and effect of law; or

b. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement; or

c. Which have the effect of restricting the discretion of a Chief Administrative Officer as otherwise granted by law or the University Regulations unless such authority is modified by this Agreement; or

d. That are based solely upon a university past practice or policy unless such university practice or policy is contrary to law, the University Regulations or this Agreement.

9. The arbitrator's award may include a monetary award to the grievant(s); however, the following limitations shall apply to such monetary awards:

a. The award shall not exceed the amount of pay the employee would have earned at his/her regular rate of pay and shall not include overtime, on-call, or any other speculative compensation which might have been earned;

b. The award shall not exceed the actual loss to the grievant, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award; and

c. The award shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than thirty (30) days prior to the filing of the grievance.

10. All fees and expenses of the arbitrator shall be divided equally between the parties. 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 week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a court reporter to record the proceedings and shall be solely responsible for the appearance fees of the court reporter and the cost of any transcripts of the proceedings which that party may order. 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 days after receiving the copy of the transcript from the reporter.

#### 6.4 Time Limits.

A. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

B. Failure, at any Step of this procedure, to communicate the decision on a grievance within the specified time limit shall permit the grievant's representative to proceed to the next Step.

C. Claims of either an untimely filing or untimely appeal shall be made at the Step in question.

D. The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any Step of this procedure may be extended by written agreement.

E. In the event that any action falls due on a Saturday, Sunday, or University holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

F. A grievance which has been filed at Step 3 and on which no action has been taken by the Grievant or AFSCME for forty-five (45) days, shall be deemed withdrawn, resolved in accordance with the decision issued at the prior Step and the matter is deemed to be non-arbitrable.

#### 6.5 Exceptions.

A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit AFSCME or an employee to process a grievance (1) in behalf of any employee without his/her consent, or (2) with respect to any matter which is at the same time the

subject of an action which has been filed by a grievant in any other forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2002e et seq.

B. An employee who has not attained regular (permanent) status can file only non-disciplinary grievances under this Agreement, which may be processed only at Step 1 without further appeal.

## **Article 7**

### **Just Cause and Disciplinary Actions**

7.1 Policy. The University and AFSCME endorse the principle of progressive discipline. The purpose of this article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. If supervisors have reason to reprimand or otherwise discipline an employee, they shall do so respectfully and to the extent practicable in a private manner so as to avoid embarrassment. The employee's signature on the reprimand only indicates that the employee received a copy of the reprimand and not necessarily that the employee agrees with it.

7.2 Just Cause. Disciplinary actions administered to regular (permanent) status employees may be taken only for just cause. Just cause shall be defined as: Incompetence or Misconduct.

7.3 Grievability.

A. Suspensions, involuntary demotions, or involuntary reductions in base pay, and terminations administered to regular (permanent) status employees are subject to Article 6, Grievance Procedure. A grievance filed for a disciplinary action taken as a result of alleged actions of an employee outside of the workplace may be placed on hold pending the outcome of any related legal proceedings for a period not to exceed six (6) months.

B. Oral reprimands shall have no impact upon the substantial interest of the employee other than as a first step in progressive discipline. Oral reprimands shall not be grievable under the provisions of this Agreement. Documentation of an oral reprimand shall be limited to date of the reprimand and the subject of the reprimand. Oral reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least one (1) year subsequent to the reprimand. Since employee records are electronic, a coversheet has been placed in front of each expired document and marked "Expired" in accordance with Section 7.3(B) any time after that one (1) year period upon written request of the employee.

C. Written reprimands shall be subject to the grievance procedure in Article 6 but only through Step 2. If the written reprimand involves a substantial interest, the employee may grieve under the full provisions of the grievance procedure in Article 6 within thirty (30) days of the date on which the employee knew or reasonably should have known of the event creating the substantial interest. Written reprimands shall not be used in later disciplinary actions against an employee if the employee has maintained a discipline-free work record for at least the subsequent two (2) consecutive years. Such written reprimands shall be placed in a sealed envelope and marked "Expired" in accordance with Section 7.3(C)" any time after that two (2) year period upon written request of the employee.

D. The University's policies and procedures, or disciplinary guidelines are not grievable except to the extent that they are allegedly applied arbitrarily and capriciously.

#### 7.4 AFSCME Representation.

A. The employee has a right, upon request, to AFSCME representation during investigatory questioning that may reasonably be expected to result in disciplinary action and predetermination conferences.

B. When an AFSCME representative is selected to assist an employee, the representative may be allowed a reasonable amount of time off for this purpose, subject to the limitations provided in Articles 5 and 6.

#### 7.5 Disciplinary Entries in Personnel Files.

An employee shall be furnished with a copy of disciplinary entries placed in the employee's official personnel file and shall be permitted to respond in writing, and a copy of the response shall be placed in the employee's personnel file.

## **Article 8**

### **Layoffs and Recall**

#### 8.1 Layoffs.

A. When an employee is to be laid off, the University shall implement such layoff in accordance with University Regulation 10.211 (2)(a) – (i) and this Article. When circumstances permit, the University shall notify the local AFSCME President at least thirty (30) days in advance of a layoff. A permanent status staff employee will not be laid off if there are nonpermanent staff employees in comparable positions in the layoff unit. Those employees will be retained who, in the judgment of the CAO, will best contribute to the mission and purpose of the USF System when taking into account the employee's length of continuous satisfactory service to the USF System and other appropriate factors.

B. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitutes an area, program, or other level of organization at the University.

C. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid off employees within the University.

D. The notice to the employee of layoff shall include the effective date of layoff, the reason for layoff, a statement of recall rights and any appeal/grievance rights, including applicable filing deadlines.

E. Consistent with the procedures established for the University's Employee Assistance Program, employees participating in an EAP who receive a notice of layoff may continue to participate in that program for a maximum of ninety (90) days following the layoff, or as otherwise agreed to by the employee and the University.

#### 8.2 Designation of Layoff Unit

The layoff unit may be at an organizational level such as a campus, division, college, school, department, area, program or other level of organization as the CAO deems appropriate. In designating the makeup of the layoff unit, the CAO may consider the special qualifications and relevant experience required for specific positions and exclude such positions from layoff.

#### 8.3 Layoff Rights

Employees without regular (permanent) status in any class, and employees appointed to a position which has been designated as time-limited, do not have layoff rights.

#### 8.4 Retention Points Calculation

A. Within the layoff unit, employees with regular (permanent) status in the affected class will be ranked on a layoff list based on retention points derived from length of service and evaluations. Employees who work less than full-time will have their retention points determined in proportion to the time worked. Layoff rights extend only to employees who meet the specific qualifications and equivalent FTE of the position, regardless of their placement on the layoff list.

B. When calculating retention points for regular (permanent) status employees to determine order of layoff and recall, the following criteria are applied:

- i. One point is granted for each month of continuous employment as Staff (formerly USPS) and includes service in the Career Service if employed in the State University System (SUS) on or before June 30, 1986.

ii. One point is granted for each month of employment when the employee was meeting performance standards (e.g., Satisfactory, Meets Performance Standards, Effective, or Achieves), 1 ½ points are granted for each month of employment when the employee had an overall rating of Above Satisfactory or Commendable, and two points are granted for each month of employment when the employee had overall performance ratings at the exemplary level (e.g., Exemplary, Outstanding, Exceeds).

iii. Any period of leave for active military service in accordance with Chapter 115, F.S., counts as continuous employment and is considered at the same level of performance as when the employee was previously evaluated.

iv. Any period of employment prior to July 1, 1996, not covered by an evaluation is considered to be meeting performance standards. On or after July 1, 1996, any period of employment not covered by an evaluation is considered to be the same as the prior evaluation rating.

v. Unless in violation of law, no retention points are granted for any month in which the employee was not on the payroll. Employees who work less than full time will have their retention points determined in proportion to the time worked.

C. After totaling the retention points, layoff shall be in order, beginning with the employee with the fewest points.

D. When two or more employees have the same total retention points, preference for retention shall follow the order of:

- i. The longest University employment in the class;
- ii. The longest State University System (SUS) service;
- iii. Veterans' preference; and
- iv. As determined by the CAO/designee.

8.5 Recall. For a period of one (1) year following layoff, laid off employees shall be recalled in accordance with the University Regulation 10.211 (2)(a) – (i). When a vacant position exists at the University in the same class in which the employee was laid off, the employee who has been laid off and who is not otherwise employed in an equivalent position shall be offered re-employment if the employee meets the special qualifications and relevant experience required for the vacant position. If the employee held regular (permanent) status in the class at the time of the layoff, the re-employment shall be with regular (permanent) status and the total retention points computed at the time of the layoff shall be restored to the employee.

## **Article 9**

### **Reassignment and Transfer**

9.1 Voluntary Reassignment.

A. An employee with regular (permanent) status in the current class who meets all of the University eligibility requirements may apply for a change in assignment to a different position in the same class or in a different class having the same pay range maximum, different work unit, or different shift at the University according to University procedures. Prior to filling a vacancy, except by demotion or internal promotion, the University shall consider all applicable reassignment requests. When making a decision regarding the granting of a request for a reassignment, the University shall consider appropriate factors, including, but not limited to, the applicant's length of continuous University service, performance evaluations, work-related awards and achievements, relevant work experience, and education/training.

B. All employees who were interviewed shall be notified of the University's decision.

C. Employees who are reassigned under the provisions of this Article shall not ordinarily suffer a loss of pay as a result of such reassignment.

#### 9.2 Involuntary or Administrative Reassignment.

A. Nothing contained in this Agreement shall be construed to prevent the University, at its discretion, from effecting an administrative reassignment of any employee according to the needs of the University and in each case, the University will take into consideration the needs and circumstances of the employee prior to taking such action.

B. Whenever possible, prior to an administrative reassignment the position may be offered to a voluntary reassignment. In these cases, if no one volunteers, the position shall be filled by an employee who meets the necessary qualifications of the position.

C. Notice. An employee shall be given a minimum of fourteen (14) days notice prior to the University reassigning the employee. The parties agree, however, that the notice period shall not be required during an emergency or in other extraordinary conditions.

D. Employees who are administratively reassigned shall ordinarily not suffer a cut in pay.

#### 9.3 Transfer.

A. A transfer is the appointment of an employee from one geographic work location of the University to a different geographic work location of the University in excess of 50 miles from the employee's current work location.

B. Prior to a transfer, the position shall be offered to a voluntary transfer. If no one volunteers, the position shall be filled by an employee who meets the necessary qualifications of the position.

C. Notice. The University shall make a good faith effort to give a minimum of thirty (30) days notice prior to the University transferring the employee. The parties agree, however, that these notice requirements shall not be required during an emergency or in other extraordinary conditions.

D. Employees who are transferred shall not ordinarily suffer a cut in pay.

## **Article 10**

### **Method of Filling Vacancies**

#### 10.1 Filling Vacancies.

A. The University shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification, the position description, and in other documents describing the vacant position. The University shall also consider appropriate factors including, but not limited to, the applicant's length of University service, performance evaluation, work related awards and achievements, other relevant work experience, and education/training.

B. The filling of vacant positions should be used to provide career mobility within the Staff and should be based on the relative merit and fitness of the applicants.

#### 10.2 Procedures.

A. Employees who have attained regular (permanent) status in their current class shall be eligible for the provisions of this Article.

B. Except where a vacant position is filled by demotion, change in assignment to a different position in the same class or in a different class having the same pay range maximum, or internal promotion, the University shall interview at least two of its employees who are eligible under this Section and who have met the advertised requirements for the position, provided at least two have applied. If only one such employee applies, the employee shall be interviewed.

C. If an employee applied for the position but was not selected, that employee may file a grievance under Article 6. The only issue to be addressed by such grievance is whether the University exercised its judgment in an arbitrary and capricious manner.

## **Article 11**

### **Classification Review**

11.1 Classification Changes. When the University determines that a revision of a class specification for positions covered by this agreement is needed, and such revision affects the collective bargaining unit designation, it shall notify AFSCME in writing of the proposed change. AFSCME shall notify the University, in writing, within twenty one (21) days of receipt of the proposed changes, of any comments it has concerning the proposed changes and/or of its desire to schedule a consultation to discuss the proposed changes.

11.2 Position Description. Each position shall have an accurate position description. Employees shall be given an opportunity to review and receive a copy of their position description.

11.3 Work in a Higher Classification. An employee who is designated by the appropriate supervisor to perform temporarily a major portion of duties of a position in a higher classification than the employee's current classification shall be eligible for a pay increase for the period of time such duties are assigned, provided that such duties are performed for a period of more than twenty-two (22) workdays within any six (6) consecutive months.

11.4 Review of Assigned Duties. When an employee alleges that regularly assigned duties constituting a significant portion of the employee's work time are duties not included in the employee's position description or the class specification to which the position is assigned, the employee may request a classification review by Human Resources, who shall render their decision within thirty (30) days. If the classification review meeting results in a reclassification, any pay adjustment shall be effective on the date of that decision. Shortage of funds shall not be used as the basis for refusing to reclassify the position.

## **Article 12**

### **Personnel Records**

12.1 Use of Personnel Files.

A. There shall be only one official personnel file for each employee, which shall be maintained in the central Human Resources Office of the University unless a different location is approved by the Chief Administrative Officer. Duplicate personnel files may be established and maintained within the University. Such duplicate personnel files may contain part of all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file.

B. An employee has the right to review his/her official personnel file at reasonable times under the supervision of the designated records custodian and may attach a concise statement in response to any items therein. A copy of all performance-evaluative material placed in the employee's official personnel file shall be provided to the employee upon request.

#### 12.2 Contents of Personnel Files.

A. Information in an employee's official personnel file shall refer only to matters concerning or affecting the employee's job or related to his/her University employment.

B. Where the Chief Administrative Officer, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, such document will be removed from the official personnel file and duplicate personnel files. Should a document be determined to no longer be valid by the Chief Administrative Officer, the courts, an arbitrator, or other statutory authority, such document of the determination and a statement that it shall have no further consideration or bearing on future employment actions.

C. Expiration of Disciplinary Action. Upon the written request of the employee, documentation of an oral or written reprimand will be marked "EXPIRED" at the following times and under the following conditions (as used herein the term "EXPIRED" means the record of discipline shall be no longer be considered utilized, or have any effect for any future purposes whatsoever):

1. Oral Reprimands after one (1) year from the issuance, absent any further disciplinary action during that one (1) year period.
2. Written Reprimands after two (2) years from the issuance, absent any further disciplinary action during that two (2) year period.

D. Records of disciplinary action and University-related commendation and awards presented to an employee shall, where practicable, be placed in an employee's personnel file within sixty (60) days after the effective date of the action.

### **Article 13**

#### **Health and Safety**

13.1 The University shall make every reasonable effort to provide employees a safe and healthy work place. The University and AFSCME agree to work cooperatively toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

13.2 Safety Committee. The AFSCME local union president will appoint one employee to serve on the University-wide safety committee.

### 13.3 Employee Health and Safety.

A. When the University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

B. Employees shall perform their duties in a safe manner and shall comply with the University's safety guidelines/procedures. Any employee becoming aware of a work related accident shall immediately notify the supervisor or the supervisor's designee of the area where the incident occurred.

C. When an employee believes an unsafe or unhealthy working condition exists in the employee's work area or another area on campus outside of the employee's normal work area, the employee shall immediately report the condition to the employee's supervisor. An employee may also report the condition to a university administrator at the next highest level or directly to the Division of Environmental Health and Safety. The University shall investigate the report and respond to the employee in a timely manner. Where the employee's report was in writing, the response shall be in writing. An employee acting in good faith may refuse to accept an assignment when the employee has reasonable grounds to believe an unsafe or unhealthy working condition exists in the work area which poses an immediate threat to the employee's well-being. Employees shall not suffer retaliation for reporting an unsafe or unhealthy working condition.

D. The University will not ordinarily require employees to continuously perform repetitive keyboard motions at a video display terminal for a period in excess of two (2) consecutive hours without an alternative work assignment or fifteen (15) minute rest period.

E. The University shall provide safety training as appropriate.

## **Article 14**

### **Performance Evaluations**

#### 14.1 Procedure.

A. An employee shall ordinarily be evaluated by his/her immediate supervisor who shall be held accountable for such evaluation. The evaluation may be reviewed but shall not be changed by a higher level administrator. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the person appointed by the chief administrative officer. The evaluator is primarily responsible for the timely evaluation of the employee.

B. The employee shall be provided with information regarding the basis of the evaluation and shall, upon written request, be provided a copy of any documents which were considered in completing the evaluation.

C. The evaluation shall be discussed with the employee, who shall be given the opportunity to respond.

D. The University will make a good faith effort to provide employees and supervisors with training in performance evaluation techniques.

E. Signing the performance evaluation indicates only that the employee has received a copy of the document and does not indicate that the employee agrees to it.

#### 14.2 Failure to Meet Performance Standards.

A. Where an employee who has attained regular (permanent) status in the class does not meet performance standards, the University shall develop a performance plan intended to correct performance deficiencies.

B. Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards.

C. The employee may be removed from his/her class no sooner than sixty (60) days after receipt of the improvement plan if adequate improvement in performance is not made. The University will not dismiss an employee with regular (permanent) status without first considering change in assignment or demotion options, typically within the employee's college/division.

D. The employee may apply for other positions at the University during the performance improvement plan period.

#### 14.3 Grievability. Performance evaluations shall be subject to Article 6, Grievance Procedure, to the extent provided in this Section:

A. An employee with regular (permanent) status in the class who receives a performance evaluation of not meeting performance standards may grieve the evaluation but only through Step 2. The review of the grievance shall be solely to determine whether the performance evaluation was done in an arbitrary or capricious manner. Grievance reviewers shall not substitute their judgments regarding an employee's performance for that of the evaluator.

B. An employee with regular (permanent) status in the class who is demoted or dismissed for an evaluation of not meeting performance standards may grieve the demotion or dismissal pursuant to the provisions of Section 7.3A.

#### 14.4 Performance Standards.

A. Performance standards and expectations should be clearly communicated to an employee at the time of the appointment to the position and as they change thereafter. Such performance standards and expectations shall not be subject to Article 6, Grievance.

## **Article 15**

### **Hours of Work**

#### 15.1 Workday/Workweek.

A. The normal workweek for each full-time employee shall be forty (40) hours.

B. The University retains the right to schedule its employees; however, the University will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

#### 15.2 Overtime.

A. The University is responsible for arranging the work schedule to minimize overtime. The assignment of overtime shall not be made on the basis of favoritism.

B. Work beyond the normal workweek shall be recognized in accordance with the provisions of University Regulation 10.203 and the Fair Labor Standards Act.

C. Upon agreement of the employee and the University, non-exempt employees shall receive either compensatory leave or cash payment for overtime. If agreement cannot be reached, the University shall make cash payment for overtime worked.

#### 15.3 Work Schedules.

A. Where rotations are being made in the employee's regular work schedule, the new shift, workdays, and hours, will be posted no less than twelve (12) days in advance, and will reflect at least a two (2) workweek schedule; however, the University will make a good faith effort to reflect a one (1) month schedule. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is not approved.

B. Where regularly assigned work schedules are rotated, the University will make a good faith effort to equalize scheduled weekend work among employees in the same functional unit whenever this can be accomplished without interfering with efficient operations. When an employee rotates to a different shift, the employee shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment.

C. When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the employee shall be given a minimum of twelve (12) working day notice, in writing, of the proposed change. Additionally, when the change occurs, the employee shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment.

D. When making changes in shift assignments, the University may take into consideration appropriate factors, including, but not limited to, lengths of continuous University service, performance evaluations, relevant work experiences, qualifications, and operational needs.

#### 15.4 Rest Periods.

A. No supervisor shall unreasonably deny an employee a fifteen (15) minute rest period during each four (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a work location assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his/her work location. In those cases, it is recognized that the employee can "rest" while the employee remains at his/her work location.

B. An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival or early departure from work.

#### 15.5 Shift Differential

Commencing on the beginning of the pay period, on or following July 1, 2021, bargaining unit employees will be paid a shift differential of two (2) percent for all hours worked between the hours of 7:00 p.m. to 7:00 a.m..

### **Article 16**

#### **On-Call and Call-Back**

##### 16.1 On-Call Assignment.

A. "On-call" assignment shall be defined as any time when an employee is instructed in writing by management to remain available to work during an off-duty period. An employee who is so instructed shall be required to leave work where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties.

B. In an emergency or other unforeseen circumstances, the University may verbally instruct an employee to be on-call for a period of not more than twenty-four (24) consecutive hours. The employee shall not be eligible for on-call payments in excess of the period for which verbal instructions are appropriate.

## 16.2 On-Call Payment.

A. On-call time is not compensable for purposes of computing overtime; however, travel time to and from work when called back is compensable time.

B. When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar (\$1.00) per hour for each hour such employee is required to be on-call.

C. An employee who is required to be on-call on a Saturday, Sunday, or University holiday will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the University's hourly minimum for the employee's classification for each hour such employee is required to be available.

D. If an on-call period is less than one (1) hour, the employee shall be paid for one hour.

16.3 Call-Back. If an employee is called back to perform work beyond the employee's scheduled hours of work for that day, the employee shall be credited with the greater of the actual time worked, including time to and from the employee's home to the assigned work location, or two (2) hours.

## **Article 17**

### **Leaves of Absence/Holidays**

17.1 Leaves. Employees may be granted leaves of absence as provided in University Regulation USF 10.203.

17.2 Leave to Supplement Workers Compensation Benefits. An employee is eligible to use paid leave to supplement Workers Compensation benefits in accordance with University Regulation USF 10.203 (19).

## **Article 18**

### **Learning Opportunities**

18.1 The University and AFSCME recognize the importance of employee career development in order to provide for employee training which will improve competencies and productivity.

A. The University will make reasonable efforts to continue existing training and development programs and to develop new programs where the University considers such programs to be beneficial.

B. The University will make good faith efforts to provide newly-hired employees with an orientation period to explain procedures, policies, standards and performance expectations of the employee, and to provide in-service development programs for employees. The University will also provide information to increase employee awareness of sexual harassment.

C. Where Supplemental Vocational Training Programs are available through State community colleges, the University shall make a reasonable effort to use this resource to provide training opportunities.

D. In accordance with the University's established policies and procedures, an employee may be allowed administrative leave or work time for the purpose of attending short courses, institutes, and workshops which will improve performance in or gain new skills relevant to their current position.

E. The University may assign employees to attend training and development courses.

F. The University shall provide employees with appropriate in-service training in new technology, systems, equipment and business practices where the employee is required to use such in their current positions, except where such competencies are a requirement for entry into the position.

G. The University shall provide reasonable written notice to AFSCME when discontinuing a career development program which includes a salary increase component.

18.2 Employee Tuition Program. The University will accommodate employees seeking to take courses under the University's Employee Tuition Program, including providing flexible work schedules to accommodate such course enrollment whenever practicable. After a full-time employee has successfully completed his/her 6 month initial probationary period, the employee shall be allowed to enroll in up to 6 credit hours per semester of tuition fee waiver courses in accordance with the University's Employee Tuition Program.

18.3 GED Programs. Where GED programs exist, the University shall make reasonable efforts to provide employees with flexible work schedules to accommodate participation in such programs.

18.4 Grievability. The University and AFSCME understand that nothing in this Article precludes or in any way limits or restricts the University's right to develop, implement, or otherwise manage training or apprenticeship of its employees. Therefore, any claim by an employee or AFSCME concerning this Article shall not be subject to the Grievance Procedure of this Agreement.

18.5 The University agrees to appoint a system wide committee to explore the subject of tuition assistance for spouses and children of bargaining unit members. AFSCME Local 3342 shall be given membership on this committee.

## **Article 19**

### **Contracting Out**

19.1 Prior to issuing a request for proposal or bid (such as, but not limited to RFP or ITN) for contracting-out work which will result in the layoff of employees, the University will notify the local AFSCME president. The local AFSCME president may then discuss the impact of the proposed contracting-out on affected employees by scheduling a consultation with the Chief Administrative Officer within ten (10) days of receiving the notice.

19.2 The University shall include in the request for proposals for contracting-out such work, in addition to any other requirements to be considered, provisions which:

A. require the proposers to offer to employ affected employee(s) having regular (permanent) status for a period of 120 days after the start of the contract with equivalent pay and health-care insurance, subject to termination during this period only for just cause, and provide reasonable training during this period to increase the employee's opportunity for employment beyond the 120 days; and,

B. require the proposers to provide information regarding the coverage and cost of any health-care insurance which will be provided to any affected employee employed by the proposer.

19.3 The University shall not ordinarily contract-out work which will result in the layoff of employees where the results of a request for proposal or bid do not indicate a cost savings to the University during the term of the proposed contract.

19.4 The affected employees, in consultation with the local AFSCME president, may submit a proposal in response to the University's request for proposals or bid. Such proposal shall be submitted in the form and manner as required for all proposers.

19.5 The University shall make reasonable efforts to place affected employees in other University positions prior to layoff. The University shall provide out placement and counseling services to affected employees.

19.6 If an affected employee is laid-off as a result of the University contracting-out their work, such employee may file a grievance under Article 6. The only issue to be addressed by such grievance is whether the University complied with the provisions of this Article.

## Article 20

### AFSCME Deductions

#### 20.1 Deductions and Remittance.

A. The University will deduct AFSCME membership dues in an amount established by AFSCME and certified in writing by the President of Council 79 to the University, and make other deductions from employee's pay for those employees who individually make such request on the deduction authorization form provided by AFSCME included as Appendix B. Employee transfers or promotions within the bargaining unit shall not require the submission of new forms.

B. The dues and other authorized deductions shall be made on the employee's regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues and other authorized deductions shall be remitted by the University to the AFSCME State Office within thirty (30) days after the deductions are made, or as soon thereafter as possible. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee had previously submitted a deductions authorization form.

C. AFSCME shall notify the University in writing of any changes in its dues at least thirty (30) days prior to the effective date of such change.

20.2 Insufficient Pay for Deduction. In the event an employee's salary earnings within any pay period are not sufficient to cover dues and other authorized deductions, it will be the responsibility of AFSCME to collect its dues and other authorized deductions for that pay period directly from the employee.

20.3 Termination of Deduction. The University's responsibility for deducting dues and other authorized deductions shall terminate automatically upon either: (1) thirty (30) days written notice from the employee to the Division of Human Resources who will contact payroll **and copy the Union president** to revoke that employee's prior deduction authorization, (2) the termination of employment, or (3) the transfer, promotion, or demotion of the employee out of the bargaining units.

20.4 Indemnification. AFSCME shall indemnify, defend, and hold the Board, University, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Board, University, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the University any funds received in accordance with this Article which are in excess of the amount of deductions which the University has agreed to deduct, provided that such unauthorized dues deductions are reported to

AFSCME Council 79 by the University within one hundred and twenty (120) days of the occurrence.

20.5 Exceptions. The University will not deduct any AFSCME fines, penalties, or special assessments from the pay of any employee.

## **Article 21**

### **Wages**

#### **21.1 Wage Adjustment**

1. (a) The University will provide a one percent (1%) increase to bargaining unit employees who are employed with the University in an established position on the date of ratification of the Agreement by the Board of Trustees and who are active employees at the time the base increase becomes effective, and who meet all of the following criteria:

- i. They do not have an overall rating of “Needs Improvement” or “Unsatisfactory” on their evaluation of record;
- ii. They do not have an open Performance Improvement Plan.

(b) The University will provide a one-time bonus of one percent (1%) of the employee’s base wages to bargaining unit employees who were employed with the University as of July 1, 2020, and who continue to be employed by the University as of the date of ratification of the Agreement by the Board of Trustees, and who are active employees on the pay period the bonus is paid out. The bonus will be based on the employee’s most recent base wage rate prior to the 1% wage increase in section (a) above. Additionally, employees must meet all criteria below at the time of payment:

- i. They do not have an overall rating of “Needs Improvement” or “Unsatisfactory” on their evaluation of record;
- ii. They have been employed by the University in an established position since on or before July 1, 2020, and continuously employed in an established position; and
- iii. They do not have an open Performance Improvement Plan.

#### **2. Effective Date of Increase.**

The one percent (1%) base wage increase, and the 1% bonus will be granted on the first pay period following the date of ratification by the Board of Trustees.

3. Proration. Eligible employees appointed less than full time will receive a prorated amount based on their FTE.

4. Wage Adjustments.

The University shall retain the authority to make wage adjustments for employees for market equity, compression/inversion or other reasons. Also, the University shall retain the authority to enter into financial settlements with employees in the settlement of grievances, lawsuits and other disputes.

5. Performance Based Funding (“PBF”) Contingency

1. The increases contained in this article are contingent upon no reduction in the University’s Performance Based Funding (“PBF”) as compared to the level of PBF on August 1, 2016. To avoid confusion, the PBF Model was approved at the January 2014 Board of Governors Meeting. The model includes 10 metrics that evaluate Florida Institutions on a range of issues. PBF levels will be calculated on August 1 in each year of the contract for the purposes of determining if there was a reduction in PBF.
2. In the event of a reduction in PBF funding the University shall have the sole discretion to determine whether to proceed with the increases described in this article. In the event the University does not proceed with the increases due to reduction in PBF, the University will notice AFSCME in writing of its decision (“Notice”). Within 30 (thirty) days of the University’s Notice, the parties will meet to bargain in good faith for an alternate salary article

**Article 22**

**Benefits**

22.1 Current Employees.

- A. State Employee Health Insurance Program. The University and AFSCME support legislation to provide adequate and affordable health care insurance to all employees.
- B. Employee Assistance Programs. The following guidelines are applicable to the University’s Employee Assistance Programs (EAP):
  1. When an employee’s EAP participation is designated in conjunction with the employer to improve job performance, then some limited time for participation, as described in University policy, shall be counted as time worked.
  2. In requesting and being granted leave to participate in a University EAP, an employee, for the purpose of maintaining confidentiality, need reveal to their supervisor only the fact of such EAP participation.

3. Neither the fact of an employee's participation in an EAP, nor information generated by participation in the program, shall be used as a reason for discipline under Article 7, or as evidence of a performance deficiency within the evaluation process referenced in Article 14, except for information relating to an employee's failure to participate in the EAP consistent with the terms to which the employee and the University have agreed.

C. Child Care Programs. The University will make available information to employees about University child care programs.

#### 22.2 Retired Employees.

A. Employees who retire under the Florida Retirement System shall be eligible, upon request, to receive on the same basis as other employees the following benefits at the University from which they retired, subject to University regulations and policies.

1. Retired employee identification card;
2. Use of the University Library (i.e., public rooms, lending and research service); and
3. Placement on designated University mailing lists.

B. In addition, fees may be charged retired employees for the following, and/or access granted to them on a space available basis:

1. Use of University recreational facilities;
2. A University parking decal; and
3. Course enrollment of retired employees sixty (60) years or older who meet Florida residency requirements, without payment of fees, on a space available basis, in accordance with Section 1009.26(4), Florida Statutes.

### **Article 23**

#### **No Strike**

##### 23.1 No Strike.

A. During the term of this Agreement, neither AFSCME nor its officers or agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, or strike; interfere with the work and statutory functions or obligations of the State; or engage in any other activities which are prohibited in Section 447.505, Florida Statutes.

B. AFSCME agrees to notify all of its local offices and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. AFSCME further agrees to notify employees of these responsibilities, including their responsibility to remain at work

during any interruption which may be caused or initiated by others.

#### 23.2 Remedies.

A. The University may discharge or discipline any employee who violates the provisions of this Article and AFSCME shall not use the Grievance Procedure on such employee's behalf; however, if the issue is whether the employee engaged in activities prohibited by this Article, AFSCME may elect to represent the employee in such grievance through the Grievance Procedure.

B. Nothing contained herein shall preclude the University from obtaining judicial restraint and damages in the event of a violation of this Article.

### **Article 24**

#### **Prevailing Rights**

All pay and benefits provisions published in the University's Employment Regulations which are not specifically provided for or modified by this Agreement or by the Legislature shall be in effect during the term of this Agreement.

Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by the University's Employment Regulations or other appropriate administrative or judicial remedy.

### **Article 25**

#### **Totality of Agreement**

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

25.2 Obligation to Bargain. The University and AFSCME 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 parties at the time they negotiated or signed this Agreement.

25.3 Modifications. Nothing herein shall preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

## **Article 26**

### **Savings Clause**

26.1 If any provision of this Agreement is in conflict with State or federal laws or regulations by reason of any court action or existing or subsequently enacted legislation, or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 447.309(3), Florida Statutes, then such provision shall not be applicable, performed, or enforced, but the remaining parts or provisions of this Agreement shall remain in full force and effect for the term of this Agreement.

26.2 If any provision of this Agreement is found to have the effect of causing the University to be denied funds otherwise available through federal funding, such provision shall not be applicable, performed, or enforced.

26.3 If a provision of this Agreement is rendered invalid, as specified above, the parties shall meet and bargain for the purpose of renegotiating that provision.

## **Article 27**

### **Duration**

27.1 The Agreement shall be effective on the date ratified by the University Board of Trustees except as otherwise agreed by the parties, and shall remain in effect for a one-year period until midnight June 30, 2022. Unless otherwise provided in this Agreement, no Article shall be subject to renegotiation unless both parties mutually agree to do so. Moreover, should the Florida law regarding the State's Performance Salary Systems be amended by the Legislature during the term of this Agreement, the parties may reopen this Agreement as set forth in Article 21. This Agreement supersedes the parties' 2016-2019 Agreement.

27.2 Renegotiations for a successor agreement shall begin no later than January 1, 2019. In the event that the parties fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

27.3 Emergencies. If the Governor determines that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the CAO during the time of the declared emergency, provided that wages and benefits shall not be suspended.

**Article 28**

**Drug Testing**

28.1 The University agrees to consult with AFSCME prior to implementing any new drug testing requirements for employees.

28.2 An employee directed to submit to a drug test based on reasonable suspicion may confer with the AFSCME Employee Representative provided that it does not unreasonably delay the testing process.

**Article 29**

**Workers' Compensation**

29.1 Policy.

The University shall provide employees who have a work-related illness or injury benefits as defined under USF Regulation 10.203.

29.2 Light Duty or Modified Job.

The department may modify the job functions to provide light duty assignment for the employee. If appropriate duties cannot be found within the employee's department, a temporary work assignment will be sought within the University.

**Article 30**

**Uniforms**

30.1 Employees required to wear uniforms shall have them supplied to them by the University at no cost to the employee, except as noted in this article.

30.2 Uniforms issued will be the property of the University and will be returned (as University property) upon an employee's separation from the position requiring a uniform.

30.3 Where advisory committees are used to recommend the selection of uniforms, at least one employee from the division and/or department that will be required to wear the uniform will serve on that advisory committee.

30.4 Employees reserve the right to opt for an approved alternative fabric for the uniform selected, if available. If there is a difference in cost between the selected fabric and an approved alternative fabric, the employee will be responsible for the difference in costs.

30.5 Required uniforms will be replaced at no cost to the employee, except as noted in Section 30.4 of this article, in accordance with a regular schedule determined by the University. When the University determines that uniforms need repair or replacement, such repair or replacement will be at no cost to the employee, except as noted in this article, as long as there is no evidence of negligence or misuse. Requests for replacement or repair of uniforms should be addressed in a timely fashion and not unreasonably denied.

30.6 The particular style of the uniform will be determined by the University in accordance with the specific functions, safety considerations, and customer service requirements of the position. The employee's safety, comfort, and Florida climate will be taken into consideration during the selection process. When appropriate to the function, practicable and safe, employees may choose between long pants, skirts, or shorts (if available from the vendor). Any cost differential from the standard uniform selected by the University will be assumed by the employee.

30.7 University-issued uniforms will be worn only when performing University-approved services and when executing assigned job duties. Employees are allowed to wear uniforms during normal commute to and from work, rest periods and lunch breaks. Employees may also wear uniforms while attending sanctioned on-campus events/classes.

IN WITNESS THEREOF, the parties have set their signature this \_\_\_\_\_ day of August, 2021.

FOR THE UNIVERSITY OF  
SOUTH FLORIDA BOARD  
OF TRUSTEES

FLORIDA PUBLIC EMPLOYEES  
COUNCIL 79  
AMERICAN FEDERAL OF  
STATE, COUNTY AND  
MUNICIPAL EMPLOYEES,  
AFL-CIO

\_\_\_\_\_  
Rhea Law  
Interim President

\_\_\_\_\_  
Hector Ramos  
Chief Negotiator/Regional Director

\_\_\_\_\_  
John Dickinson  
Chief Negotiator

\_\_\_\_\_  
\_\_\_\_\_  
President

John Dickinson  
Liz Gierbolini  
Sheri Neshiem  
Angela Lucas  
Brian VanZant

Hector Ramos  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix A

### Classifications and Positions in the Bargaining Unit

<b>CLASS CODE</b>	<b>CLASS TITLE</b>
2200	Academic Program Specialist
3212	Accounting Assistant
3230	Accounting Specialist
2202	Administrative Clerk
2204	Administrative Specialist
1104	Admissions Evaluator
4764	Alumni Program Specialist
2105	Associate Application Developer
1419	Benefits Representative
5033	Biological Scientist
3708	Biomedical Illustrator
3642	Biomedical Photographer
4601	Broadcast Engineering Technologist
3790	Broadcast Production/Program Assistant
3781	Broadcast Specialist
1116	Budget Planning Specialist
3231	Building & Security Assistant
3228	Building Access Technician
6484	Building Construction Inspector
4364	Building Systems Control Technician
6438	Cabinet Maker
8203	Campus Security Officer
3206	Cashier
5625	Certified Surgical Technician
5043	Chemist
2210	Client Services Assistant
2796	Collections Specialist
3732	Communications & Marketing Specialist
5935	Community Outreach Caseworker
2064	Computer Hardware Repair Specialist
7230	Control/Alarm System Technician
1422	Copy Editor
6526	Custodial Worker
1115	Customer Service Associate Retail
4456	Desktop Support Technician I
2051	Desktop Support Technician II
4382	Desktop Support Technician III
4714	Development Specialist
4335	Diagnostic Equipment Technologist
4345	Digital Court Reporter
6366	Driver/Courier

6444	Electrician
5009	Electron Microscope Manager
4362	FMLA Coordinator
4326	Employment Specialist
1111	Enrollment Management Assistant
4274	Enrollment Management Specialist
1414	Environ Health & Safety Specialist
2205	Executive Administrative Specialist
1109	Financial Aid Assistant
1106	Financial Aid Specialist
2814	Fine Arts Production Specialist
3211	Fiscal & Business Assistant
3213	Fiscal & Business Specialist
4391	Geographic Info System Spec
4457	Graduate Admissions Coord
6394	Groundskeeper
3210	Head Cashier
5125	Health Physicist
6368	Heavy Equipment Operator
2051	(Desktop Support Technician II)
6445	High Voltage Electrician
1112	Human Resources Assistant
4359	Senior Human Resources Specialist
1006	Human Resources (Human Resources Specialist)
5875	Human Services Program Specialist
3227	HVAC Controls Specialist
3208	HVAC Refrigeration Mechanic
2050	Information Technology Support Specialist
2209	Insurance Specialist
4762	Intellectual Property Specialist
6399	Irrigation Technician
4433	Lab Animal Research Technician
1426	Laboratory Animal Supervisor
4712	Laboratory Animal Technician
6390	Laborer Supervisor
4275	Lead Enrollment Management Specialist
3238	Lead Media Resources Specialist
2036	Lead Telecom Technology Specialist
4339	Learning & Development Production Specialist
4303	Library Assistant
4304	Library Specialist
5599	Licensed Practical Nurse
3209	Mail Clerk
6374	Maintenance & Repair Worker
6466	Maintenance Technician
6561	Marine Cook/Deckhand

6556	Marine (Marine Chief Engineer)
6552	Marine Mechanic
2206	Media Publishing Specialist
3726	Media Resources Specialist
3727	Media Technologist
5518	Medical Assistant
2198	Medical Education Program Specialist
5666	Medical Records Specialist
5032	Medical Technician
5602	Medical Technologist
3202	Mover
2053	Network & Server Support Specialist
4300	Office Equipment Technician
0716	Office Manager
4753	Operations Technician
5576	Ophthalmic Photographer
6426	Painter
8401	Parking Enforcement Specialist
4358	Payroll Assistant
3236	Payroll Specialist
4368	Pharmacy Technician
3201	Plant Maintenance Mechanic
3203	Plant Operator
6441	Plumber
8412	Police Communication Specialist
8413	Police Supervisor (Police Services Supervisor)
8411	Police Services Assistant
6554	(Marine Vessel Services Coordinator)
3232	Postal Services Representative
1306	Preschool Teaching Assistant
4356	Production Sales Associate
1423	Property Control Specialist
5578	Pulmonary Technician
0809	Purchasing (Purchasing Agent)
8700	Radiation Control Technician
3207	Receptionist
6405	Recreational/Facility Specialist
1429	Recycling Specialist
4608	Rehabilitation Engineering Technician
4705	Research Engineering Technologist
3199	Research Machinist
4706	Research Support Specialist
4715	Research Technician
4374	Retail Team Lead
4373	Senior Academic Program Specialist
3725	Senior Audio-Visual Equipment Operator

5045	Senior Chemist
5127	Senior Health Physicist
0918	Shipping and Receiving Clerk
5035	Senior Biological Scientist
3645	Senior Biomedical Photographer
4338	Senior Broadcast Specialist
6527	Senior Custodial Worker
6395	Senior Groundskeeper
4763	Senior Intellectual Property Specialist
4713	Senior Laboratory Animal Technician
8402	Senior Parking Enforcement Specialist
0815	Senior Purchasing Agent
3198	Senior Research Machinist
0921	Senior Shipping & Receiving Clerk
5598	Senior Licensed Practical Nurse
4411	Senior Medical Education Prog Specialist
0918	Shipping and Receiving Clerk
2201	Staff Assistant
2199	Student Services Program Specialist
4282	Teaching Laboratory Specialist
2035	Telecom Technical Specialist
0261	Telephone System Operator
4393	Test Administrator
2211	Test Item Banker
3783	Traffic Specialist
1110	Training Support Specialist
6367	Transit Bus Driver
4371	Unit HR Coordinator
2054	User Applications Specialist
6540	Vehicle & Equipment Mechanic
6545	Vehicle Field Inspector
6584	Voice & Data Communication Specialist

**Appendix B**

**American Federation of State, County, and  
Municipal Employees AFSCME Dues Authorization Form**

I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received by the University membership dues and other authorized deductions of the American Federation of State, County and Municipal Employees (AFSCME) as established from time to time by AFSCME in accordance with its Constitution, and as certified to the University by AFSCME. Furthermore, I understand that such dues will be paid to AFSCME.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Human Resources Office; (2) my transfer or promotion out of an AFSCME represented bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Printed Last Name                      Middle Initial                      First Name

\_\_\_\_\_  
University

\_\_\_\_\_  
Department or Work Location                      Job Title/Classification

\_\_\_\_\_  
Home Address - Street                      Home Phone

\_\_\_\_\_  
City, State Zip                      Ded. Code County Class Local  
For AFSCME Use Only

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APPENDIX B (Continued)

I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received by the University contributions to the AFSCME political action fund (PEOPLE) in the amount of \_\_\_\_\_, and I direct that the sum so deducted be paid over to AFSCME. Such deductions are voluntary and do not represent Board or University support of the objectives or actions of the fund.

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, and AFSCME; (2) my transfer or promotion out of an AFSCME bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

By signing this form, I authorize the University to release my Social Security number to AFSCME in reporting deductions.

_____	_____	
Date	Employee's Signature	
_____		
Printed Name (Last)	(MI)	(First)
_____	_____	
Department	University	

This grievance was received and filed with the University by (CHECK ONE):  
\_\_\_\_\_ Mail (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR  
\_\_\_\_\_ PERSONAL DELIVERY. *Personal Delivery requires signature of recipient.*

Received by \_\_\_\_\_ Date \_\_\_\_\_

University of South Florida  
Board of Trustees - AFSCME

**Appendix C**  
**Grievance**

GRIEVANT NAME: \_\_\_\_\_

CAMPUS: \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

STEWARD/AFSCME EMPLOYEE REPRESENTATIVE  
NAME: \_\_\_\_\_

CAMPUS: \_\_\_\_\_

DEPT/ DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

All university communications shall go to the Steward/AFSCME Employee Representative at the above address.

STATEMENT OF GRIEVANCE -- must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations:

REMEDY SOUGHT:

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(APPENDIX C continued)

III. AUTHORIZATION

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

AFSCME \_\_\_\_\_

Myself \_\_\_\_\_

Other \_\_\_\_\_

I have read and understand Section 6.5A of the current Agreement between the University and AFSCME.

---

Signature of Grievant(s)

Date

(The grievance will not be processed unless signed by the grievant.)

The Step 1 decision shall be transmitted to grievant's Steward/AFSCME Employee Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested, or by another method mutually agreed upon in writing.

This request should be sent to:

HUMAN RESOURCES  
BOARD OF TRUSTEES, UNIVERSITY OF SOUTH FLORIDA  
4202 E. Fowler Avenue, SVC 2172  
Tampa, Florida 33620-6980

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This grievance was received and filed with the University by (CHECK ONE):  
 Mail (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR  
 PERSONAL DELIVERY. *Personal Delivery requires signature of recipient.*

Received by \_\_\_\_\_ Date \_\_\_\_\_

**University of South Florida  
Board of Trustees - AFSCME**

**Appendix D**

**Request for Review of Step 1 Decision**

GRIEVANT

NAME: \_\_\_\_\_

CAMPUS: \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

AFSCME STAFF

REPRESENTATIVE NAME:

\_\_\_\_\_

CAMPUS: \_\_\_\_\_

DEPT/ DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

All university communications should go to the grievant's AFSCME Staff Representative at the above address.

DATE OF STEP 1 DECISION: \_\_\_\_\_

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APPENDIX D (Continued)

DATE STEP 1 DECISION WAS RECEIVED BY GRIEVANT'S STEWARD/AFSCME  
EMPLOYEE REPRESENTATIVE: \_\_\_\_\_

Provisions of Agreement allegedly violated as specified at Step 1:

I hereby request that the Director of Employee and Labor Relations or representative review the decision made in connection with the attached grievance for the following reason(s):

REMEDY SOUGHT:

\_\_\_\_\_  
Signature of Grievant(s) or AFSCME Representative and Date

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

\_\_\_\_\_ AFSCME \_\_\_\_\_

\_\_\_\_\_ Myself \_\_\_\_\_

\_\_\_\_\_ Other \_\_\_\_\_

A copy of the following documents must be attached to this Request at the time of its filing with the Director of Employee and Labor Relations or representative:

1. Appendix C - Original grievance form filed with the University.
2. Step 1 Decision, if issued by University.
3. All attachments to Step 1 Decision, as required in Section 6.3.

This request should be sent to:

HUMAN RESOURCES  
 BOARD OF TRUSTEES, UNIVERSITY OF SOUTH FLORIDA  
 4202 E. Fowler Avenue, SVC 2172  
 Tampa, Florida 33620-6980

The Step 2 decision shall be transmitted to grievant's AFSCME Staff Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested, or by another method mutually agreed upon in writing.

<p>This grievance was received and filed with the University by (CHECK ONE):          _____ Mail (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR          _____ PERSONAL DELIVERY. <i>Personal Delivery requires signature of recipient.</i></p> <p>Received by _____ Date _____</p>
---

University of South Florida  
Board of Trustees - AFSCME

**Appendix E**  
**Notice of Arbitration**

The American Federation of State, County, and Municipal Employees (AFSCME) or Grievant (if not represented by AFSCME) hereby gives notice of intent to proceed to arbitration in connection with the decision of the Director of Employee and Labor Relations dated \_\_\_\_\_ and received by the President of Council 79/Grievant on \_\_\_\_\_ in this grievance of:

NAME: \_\_\_\_\_

BOT FILE NO: \_\_\_\_\_

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

\_\_\_\_\_|\_\_\_\_\_  
Signature of AFSCME Representative or Grievant(s) and Date

Appendix E (Continued)

I hereby authorize AFSCME to proceed to arbitration with my grievance. I also authorize AFSCME and the Board of Trustees 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(s) (if represented by AFSCME) Date

(This request for arbitration will not be processed unless signed by grievant.)

This notice should be sent to:

OFFICE OF GENERAL COUNSEL  
UNIVERSITY OF SOUTH FLORIDA  
4202 E. Fowler Avenue, CGS 301  
Tampa, FL 33620-4301

## Agenda Item: FL 102

### USF Board of Trustees October 12, 2021

**Issue:** The University of South Florida and the West Central Florida Police Benevolent Association (“PBA”) reached a tentative agreement to amend two Articles under the Collective Bargaining Agreement (“CBA”) on September 17, 2021. PBA notified the University on September 30, 2021, that it has ratified the tentative agreement. Ratification by the Board is required for the new provisions to go into effect.

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**Proposed action:** Ratify the updated 2020-2023 CBA between the University of South Florida Board of Trustees and PBA.

---

#### **Executive Summary:**

The current 2020-2023 CBA, which was fully ratified on June 2, 2020, permitted limited reopeners upon the request of either party for the 2021-2022 and 2022-2023 fiscal years. As part of the 2021-2022 reopener, the University and PBA reached a tentative agreement on September 17, 2021, to amend Article 23: Wages and Article 15: Workday and Workweek. PBA notified USF of its ratification of the changes on September 30, 2021. The updated provisions would be effective upon ratification by the Board. The Board’s standard voting requirements apply to ratification. (USF Board of Trustees Operating Procedures, Article II., F.-G.).

The parties are satisfied that the tentative agreement is fair and addresses both the interests of the in-unit law enforcement officers and the critical needs of the department relating to recruitment and retention of highly qualified personnel. The parties have tentatively agreed to the following revisions:

- **Article 15: Workday and Workweek** - The parties have made minor edits to provisions governing the use and accrual of special compensatory time, for the purpose of clarifying the parties’ intent and ensuring the University retains flexibility in managing and paying out accrued compensatory time as needed.
- **Article 23: Wages** – Bargaining unit employees will receive an increase to their base annual wages in the amount of \$3,000, provided they meet the following eligibility criteria:
  - They have been continuously employed with the University since on or before July 1, 2021;

- They do not have an overall rating of “Needs Improvement” or “Unsatisfactory” on their most recent evaluation; and
- They do not have an open performance improvement plan (“PIP”).

There are no other substantive changes to the CBA.

**Financial Impact:** The estimated financial impact of this budgeted increase will be \$85,055.60 over the first year ending June 30, 2022, and a total of \$158,617.20 over the remaining period of the current 2020-2023 CBA that expires February 28, 2023, absent any future agreements under a reopener.

---

**BOT Committee Review Date:** n/a

**Supporting Documentation Online (please circle):**

Yes

No

Yes: the 2020-2023 CBA is available here:

<https://www.usf.edu/hr/documents/employment-resources/employee-labor-relations/pba-collective-bargaining-agreement.pdf>

**Prepared by:** Craig Dawson, Associate General Counsel

BOT PROPOSAL  
September 17, 2021

## Article 15

### Workday and Workweek

#### 15.1 Workweek.

A. The normal workweek for each full-time employee shall be forty (40) hours. The University may establish an alternative work schedule which shall not exceed eighty (80) hours in a fourteen (14) day work cycle. Prior to implementing an alternative work schedule, the University shall provide the PBA with the proposed alternative work schedule and a list of those employees affected. The PBA may consult with the University over the proposed alternative work schedule. An alternative work schedule shall not be implemented by the University until consultation with the PBA has occurred. The implementation of an alternative work schedule over the objection of PBA may be the subject of a reopener negotiation in addition to Article 33.

B. Employees shall be compensated for all hours worked. The term "hours worked" shall include only hours assigned and actually worked including active duty, court time, and call back.

Travel time to and from work or to and from court on off duty hours shall not be considered hours worked. Except during emergency situations, the regular hours of work each day shall include a one-half (1/2) hour paid lunch period for all sworn employees.

During the lunch period the employee is on-duty. Employees with an administrative assignment shall remain within ten (10) minutes driving time of campus.

C. When required hours of work exceed forty (40) during a workweek, unless otherwise agreed under Section 15.1A, compensation for overtime worked shall be in the form of cash payment unless the ~~employee and the supervisor agree that the employee be credited with compensatory leave~~ University chooses to pay overtime with compensatory time.<sup>1</sup>

D. An employee will be given fourteen (14) days notice of a change in the employee's workweek, work hours or days off, except in an emergency or to meet unforeseen law enforcement needs.

E. An employee who rotates to a different shift shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment, except when an emergency situation or staffing limitations does not permit.

15.2 Workday. The University shall not require an employee to split a workday into two (2) or more segments without the agreement of the employee, except in an official emergency or to meet unforeseen law enforcement needs.

#### 15.3 ~~Special~~ Compensatory ~~Leave~~ Time.

A. ~~An employee may accumulate up to~~ The maximum amount of compensatory time which may be accrued is 120 hours, of special compensatory leave except that unused special compensatory leave may be paid for by the University at any time. At any time the University may require an employee to use accrued compensatory time, may buy out compensatory time in cash, or may substitute compensatory time in response to a paid leave request.

B. ~~When an employee has accumulated in excess of 120 hours of special compensatory leave, the supervisor may require an employee to use any part of the employee's accrued special compensatory leave in increments of eight (8) hours or in increments equivalent to the number of hours of work in an employee's regularly scheduled workday. Normally, an~~ Whenever practicable, an employee will be given fourteen (14) days notice when required to use ~~special~~ compensatory leave time in an increment

---

<sup>1</sup> The term "compensatory time" was previously referred to by the parties as "special compensatory leave."

BOT PROPOSAL  
September 17, 2021

in excess of forty (40) hours, and seven (7) days notice when required to use ~~special~~-compensatory ~~leave-time~~ in an increment of sixteen (16) to forty (40) hours.

15.4 Compensation for Special Duty.

A. When an employee works an event for which the Department is reimbursed at a premium rate of pay, and such event is outside the employee's regularly scheduled workweek, and a holiday(s) occurs or the employee uses sick leave, annual leave, ~~special~~-compensatory ~~leave-time~~, or administrative leave in that workweek, such employee will usually receive premium (time and a half) pay for hours worked at that event. The University has the right to control costs and prevent abuse of this provision. The right to receive premium pay when using leave will be governed by general order. Further, the hours for which premium pay is received shall not be counted as hours worked for the purpose of calculating overtime for that workweek.

B. An employee reporting to a special duty event, described in Section 15.4A, shall be guaranteed three (3) hours of premium pay if an event is canceled or concluded prior to the end of the three (3) hour period. An employee's failure to adhere to the Department's procedures for determining the status of the event prior to reporting for such duty will cause the employee to lose eligibility for the guaranteed three (3) hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed three (3) hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed three (3) hour period.

**Article 15**  
**Workday and Workweek**

15.1 Workweek.

A. The normal workweek for each full-time employee shall be forty (40) hours. The University may establish an alternative work schedule which shall not exceed eighty (80) hours in a fourteen (14) day work cycle. Prior to implementing an alternative work schedule, the University shall provide the PBA with the proposed alternative work schedule and a list of those employees affected. The PBA may consult with the University over the proposed alternative work schedule. An alternative work schedule shall not be implemented by the University until consultation with the PBA has occurred. The implementation of an alternative work schedule over the objection of PBA may be the subject of a reopener negotiation in addition to Article 33.

B. Employees shall be compensated for all hours worked. The term "hours worked" shall include only hours assigned and actually worked including active duty, court time, and call back.

Travel time to and from work or to and from court on off duty hours shall not be considered hours worked. Except during emergency situations, the regular hours of work each day shall include a one-half (1/2) hour paid lunch period for all sworn employees.

During the lunch period the employee is on-duty. Employees with an administrative assignment shall remain within ten (10) minutes driving time of campus.

C. When required hours of work exceed forty (40) during a workweek, unless otherwise agreed under Section 15.1A, compensation for overtime worked shall be in the form of cash payment unless the University chooses to pay overtime with compensatory time.<sup>1</sup>

D. An employee will be given fourteen (14) days notice of a change in the employee's workweek, work hours or days off, except in an emergency or to meet unforeseen law enforcement needs.

E. An employee who rotates to a different shift shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment, except when an emergency situation or staffing limitations does not permit.

15.2 Workday. The University shall not require an employee to split a workday into two (2) or more segments without the agreement of the employee, except in an official emergency or to meet unforeseen law enforcement needs.

15.3 Compensatory Time.

A. The maximum amount of compensatory time which may be accrued is 120 hours. At any time the University may require an employee to use accrued compensatory time, may buy out compensatory time in cash, or may substitute compensatory time in response to a paid leave request.

B. Whenever practicable, an employee will be given fourteen (14) days notice when required to use compensatory time in an increment in excess of forty (40) hours, and seven (7) days notice when required to use compensatory time in an increment of sixteen (16) to forty (40) hours.

15.4 Compensation for Special Duty.

A. When an employee works an event for which the Department is reimbursed at a premium rate of pay, and such event is outside the employee's regularly scheduled workweek, and a holiday(s) occurs or the employee uses sick leave, annual leave, compensatory time, or administrative leave in that workweek,

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<sup>1</sup> The term "compensatory time" was previously referred to by the parties as "special compensatory leave."

BOT PROPOSAL  
September 17, 2021

such employee will usually receive premium (time and a half) pay for hours worked at that event. The University has the right to control costs and prevent abuse of this provision. The right to receive premium pay when using leave will be governed by general order. Further, the hours for which premium pay is received shall not be counted as hours worked for the purpose of calculating overtime for that workweek.

B. An employee reporting to a special duty event, described in Section 15.4A, shall be guaranteed three (3) hours of premium pay if an event is canceled or concluded prior to the end of the three (3) hour period. An employee's failure to adhere to the Department's procedures for determining the status of the event prior to reporting for such duty will cause the employee to lose eligibility for the guaranteed three (3) hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed three (3) hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed three (3) hour period.

BOT PROPOSAL  
September 17, 2021

## Article 23

### Wages

23.1 Effective on the first pay period following the date of the ~~2020-2021~~ ratification of this Agreement by the Board of Trustees the University will provide a ~~one and one-half percent (1.5%)~~ \$3,000 increase to the base annual wages of bargaining unit employees who, on the date of ratification of the Agreement by the Board of Trustees, meet all of the following criteria:

- A. They do not have an overall rating of "Needs Improvement" or "Unsatisfactory" on their last evaluation of record;
- B. They have been employed by the University in an established position since on or before July ~~1, 2021~~ 2019, and continuously employed in an established position; and
- C. They do not have an open Performance Improvement Plan.

23.2 Nothing contained herein shall prevent the University from providing salary increases beyond the increases specified above, including but not limited to increases in starting salaries. Any such increases are 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 PBA on a quarterly basis indicating: (1) the amount of increase paid; (2) the rank of the employee receiving the increase; and (3) the location of the employee's primary assignment (i.e. USF-Tampa, USFSP).

23.3 In order to remain competitive in recruitment and hiring, while attracting qualified candidates, the University reserves the right to offer a salary in excess of the normal compensation rate. Such an offer does not affect that employee's seniority.

**Article 23**

**Wages**

- 23.1 Effective on the first pay period following the date of the 2021 ratification of this Agreement by the Board of Trustees the University will provide a \$3,000 increase to the base annual wages of bargaining unit employees who, on the date of ratification of the Agreement by the Board of Trustees, meet all of the following criteria:
- A. They do not have an overall rating of “Needs Improvement” or “Unsatisfactory” on their last evaluation of record;
  - B. They have been employed by the University in an established position since on or before July 1, 2021, and continuously employed in an established position; and
  - C. They do not have an open Performance Improvement Plan.
- 23.2 Nothing contained herein shall prevent the University from providing salary increases beyond the increases specified above, including but not limited to increases in starting salaries. Any such increases are 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 PBA on a quarterly basis indicating: (1) the amount of increase paid; (2) the rank of the employee receiving the increase; and (3) the location of the employee’s primary assignment (i.e. USF-Tampa, USFSP).
- 23.3 In order to remain competitive in recruitment and hiring, while attracting qualified candidates, the University reserves the right to offer a salary in excess of the normal compensation rate. Such an offer does not affect that employee’s seniority.

## Agenda Item: FL 103

### USF Board of Trustees October 12, 2021

**Issue:** The University of South Florida and the United Faculty of Florida/Graduate Assistants United (“UFF/GAU”) reached a tentative understanding extending their Collective Bargaining Agreement (“CBA”). GAU ratified the agreement on September 15, 2021, and ratification by the Board is required for the CBA to go into effect.

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**Proposed action:** Ratify the 2021-2022 CBA extension between the University of South Florida Board of Trustees and GAU.

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#### Executive Summary:

1. The University of South Florida and GAU reached a tentative agreement to extend the existing CBA for one year, with some minor revisions. The new contract would be effective upon ratification by both parties and would expire on June 30, 2022. The Board’s standard voting requirements apply to ratification. (USF Board of Trustees Operating Procedures, Article II., F.-G.).
2. The proposed contract is for one year.
3. The parties have tentatively agreed to the following provisions in the agreement, as summarized below for convenience:

**Article 23.2.** The University will provide a bonus pool in the aggregate amount of two percent (2%) of the eligible employees’ current stipend rates. The effective date of the lump sum merit bonus set forth in Section 23.2 will be as soon as practicable, but no later than six (6) weeks after ratification by the Board of Trustees. The estimated cost of the 2% bonus is \$478,590 (calculated based on 9-month appointments)

Eligible employees in Section 23.2 are those employees who meet the following criteria:

- Employed as Graduate Assistants between the period of March 13, 2020 to June 28, 2021; and
- Do not have a “needs improvement” or “unsatisfactory” rating on their last evaluation of record; and
- Do not have any active performance improvement plans on record; and
- Actively employed as Graduate Assistants on the date the bonus is paid; and

- Certified by their supervisors as having taken on new or additional duties associated with COVID-19, such as changing the modality of a course to remote or online learning in response to COVID-19; making extra accommodations to help students during COVID-19; restructuring, rescheduling, or otherwise modifying assigned research duties with response to COVID-19; switching from lab work to library research, changing research approaches, or having to work in shifts to reduce the number of personnel in labs during COVID-19; or spending additional time learning or carrying out assigned research duties if other personnel were not available to assist during COVID-19.

**Article 23.3.** Effective August 2021 to August 2022, the University agrees to pay the health insurance premiums up to a maximum annualized amount of \$3,151 for each graduate assistant appointed at .25 FTE or greater who elects individual coverage under the USF Student Health Insurance Plan during said period. This will result in covered graduate assistants having no increase to the current annual premium they pay for coverage, as the University will be assuming the entire cost of the premium increase for the August 2021 to August 2022 period. The cost of the insurance premium cost is *estimated* at \$1.2 million (estimate based on the current number of GAs enrolled in our insurance, but cost can vary if additional GAs enroll in the future).

**Article 2.4** Provides a template for the type of notice to be provided if there is a delay in issuing offer letters to a graduate assistant.

**Article 2.5** Sets forth notice requirements to be provided if a graduate assistant's appointment will be ended early based on particular, specific reasons.

**Article 10.2** Provides clarification on the use of paid leave.

**Article 12.5** Provides clarification about the process for tuition and fee deferral.

**Article 17.4** Includes a time frame when the ratified CBA will be available on USF's website.

**Article 21.** This article was modified to reflect the new dates when the CBA is in effect.

In addition, minor clean-up/typographical corrections were made to miscellaneous provisions of the CBA, as reflected in the red-lined document attached

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**BOT Committee Review Date:** n/a

**Supporting Documentation Online (*please circle*):**

**Yes**

**No**

**Prepared by:** Liz Gierbolini, Senior Associate General Counsel

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# Collective Bargaining Agreement

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~~2017 – 2020~~ 2021-2022

University of South Florida

and

United Faculty of Florida/Graduate Assistants United

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## Preamble

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

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 in accordance with Article 17.6 (A).

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

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 Each College of the University shall appoint the majority of ~~the its~~ .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.

D. When formal written offer letters are made, but are not provided by the above deadlines, the employing department shall issue the Notice found in Appendix F.

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)~~, (4), and (6).

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. An employee who receives a written notice of non-reappointment shall be entitled, upon written request within fourteen (14) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. The University shall provide such statement fourteen (14) days following receipt of such request. Deadline for notices of Fall and Spring non-reappointment shall be April 30 and October 31 as specified in 2.4 A and B respectively. (Amended 2016)

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.

F. Job Abandonment. Job abandonment is defined as three consecutive scheduled days of work that are missed without communication from student employees to their immediate supervisor. Student employees terminated for job abandonment whose lack of communication about the absence is caused by extenuating circumstances that make it impossible for them to call in to notify their immediate supervisor about the absence may be reinstated to their previous position upon providing an explanation that is deemed satisfactory by their supervisor and/or department. After student employees fail to report to work for three consecutive scheduled days of work, the department will send student employees written notice, via the student employees' USF email accounts and via certified mail, return/receipt requested or hand delivery, notifying student employees of the proposed termination for job abandonment. Student employees will have ~~three~~ five business days to respond in writing to the proposed employment action before the proposed action becomes final.

### 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 paid 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 or domestic partner, 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. Employees travelling to conferences required by their graduate program may work with their supervisor to find another Graduate Assistant to carry out their duties on a volunteer basis instead of using paid leave.

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 3 total units of release time per semester during the academic year (Fall and Spring) and 2 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 graduate assistant below 10 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.

#### 10.5 Unpaid Leave

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

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

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

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

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

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

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

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

## 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 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. (Amended 2016)

12.4 Notice for Tuition Waivers.

A. Fall Tuition Waivers. Employees serving in at least one (1) semester appointment during the Fall academic term shall be provided with a notice of tuition waiver by July 1. (Amended 2016)

B. Spring Appointments. Employees who will be offered an appointment to commence at the start of the Spring semester shall be provided with a notice of tuition waiver by November 30. (Amended 2016)

12.5 Tuition and Fee Deferral. In order to minimize the financial burden on Graduate Assistants:

A. The Office of Financial Aid will arrange for all Graduate Assistants to have their tuition and fees deferred until the end of the 7<sup>th</sup> week of the semester. A tuition deferment prevents cancellation of registration for non-payment of fees and temporarily prevents assessment of the late payment fee.

B. Graduate Assistants will be subject to registration and transcript holds and other requests until the tuition and fees are paid.

C. Any Graduate Assistants who continue to have a tuition or fee balance after the 7<sup>th</sup> week of the semester will be charged the \$100 Late Payment Fee but will be able to remain in their coursework.

D. A Graduate Assistant who has financial aid cannot have the extended time to pay fees. The USF Financial Aid Office pays all charges on a student account and if there is funding remaining, refunds the balance to the student.

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

## **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 within 30 days of ratification by both the UFF-USF-GAU and the Board. 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 and campus e-mail address if the GA has authorized the University to release this information to the UFF-USF-GAU, by the third week of each semester if practicable.

(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 \_\_\_\_\_, ~~2020,~~ the date of ratification by the Board of Trustees in 2021, and remain in effect through June 30, ~~2024~~2022. Negotiations for a successor agreement shall begin upon request of either party, but no later than ~~March 1, 2024~~February 28, 2022.

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

21.3 Notice. Any notice sent pursuant to this Agreement shall be sent via email and/or certified mail.

A. UFF-USF-GAU shall be contacted through on-campus address and email of the President and Bargaining Chair of the executive board of GAU.

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

## 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. Effective beginning with the Fall 2017 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 \$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 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 \$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. 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 minimum as determined by the fractural FTE appointment and the budgeted weeks of activity.

23.2 Merit Bonus – 2021 – 2022

The University will provide a bonus pool in the aggregate amount of two percent (2%) of the eligible (as defined in Section 23.2(1)) employees' current stipend rates, which will be equitably distributed on the date described in Section 23.2(2) as a one-time lump-sum performance based bonus payment to each eligible employee in proportion to his/her Fall 2021 FTE. Such bonus payment shall not be added to the base.

(1). Eligible employees in Section 23.2 are those employees who meet the following criteria:

- Are employed as Graduate Assistants between the period of March 13, 2020 to June 28, 2021; and
- Do not have a "needs improvement" or "unsatisfactory" rating on their last evaluation of record; and
- Do not have any active performance improvement plans on record; and
- Are actively employed as Graduate Assistants on the date the bonus is paid; and
- Are certified by their supervisors as having taken on new or additional duties associated with COVID-19, such as changing the modality of a course to remote or online learning in response to COVID-19; making extra accommodations to help students during COVID-19; restructuring, rescheduling, or otherwise modifying assigned research duties with response to COVID-19; switching from lab work to library research, changing research approaches, or having to work in shifts to reduce the number of personnel in labs during COVID-19; or spending additional time learning or carrying out assigned research duties if other personnel were not available to assist during COVID-19.

(2). The effective date of the lump sum merit bonus set forth in Section 23.2 shall be as soon as practicable, but no later than six (6) weeks after ratification by the Board of Trustees.

23.3 Employer's Contribution to Health Insurance.

A. With an effective date beginning with the Fall 2016 semester, the University agrees to continue to pay the health insurance premium up to a maximum \$2,410 annual amount plus 1% above the consumer price index as published by the Bureau of Labor Statistics of the United States Department of Labor on the preceding July 1 for graduate assistants appointed at .25 FTE or greater who elect coverage under the USF Student Health Insurance Plan.

As an exception to the above maximum contribution level, effective August 2020 to August 2021, the University agrees to pay the health insurance premium up to a maximum annualized amount of \$2,756.00 for each graduate assistant appointed at

.25 FTE or greater who elects coverage under the USF Student Health Insurance Plan during said period. This will result in covered graduate assistants having no increase to the current annual premium they pay for this coverage, as the University will be assuming the entire cost of the premium increase for the August 2020 to August 2021 period.

As an exception to the above maximum contribution level, effective August 2021 to August 2022, the University agrees to pay the health insurance premiums up to a maximum annualized amount of \$3,151 for each graduate assistant appointed at .25 FTE or greater who elects individual coverage under the USF Student Health Insurance Plan during said period. This will result in covered graduate assistants having no increase to the current annual premium they pay for coverage, as the University will be assuming the entire cost of the premium increase for the August 2021 to August 2022 period.

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 .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;
- (5) such is required by the Affordable Care Act (“ACA”)\*\*\*.

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.

23.5

A. The minimum stipend increases contained in Section 23.1 are contingent upon no reduction in the University’s Performance Based Funding (“PBF”) as compared to

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

the level of PBF on August 1, 2016. To avoid confusion, the PBF Model was approved at the January 2014 Board of Governors Meeting. The model includes 10 metrics that evaluate Florida institutions on a range of issues. PBF levels will be calculated on August 1 in each year of the contract for the purposes of determining if there was a reduction in PBF.

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

## **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.

**Appendix A**

**Reserved**



**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: \_\_\_\_\_

Office Address: \_\_\_\_\_

Step I Representative Name: \_\_\_\_\_

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

**Appendix F**

In those circumstances when formal offer letters are made, the following Notice is applicable should the reappointment be delayed.

Date

To Those It May Concern,

Confirmation of a formal offer of employment for some graduate appointments have been delayed beyond the Notice of Reappointment date of (April 30 / June 30) specified in Article 2.4 D of the CBA between USF and UFF-USF-GAU. We are working to resolve this in a timely manner. It is expected that a decision regarding your formal letter of offer will be processed and submitted to you for review by \_\_\_\_\_ Expected Date \_\_\_\_\_' however, unforeseen circumstances may delay this further, in which case an updated notice will be sent out instead. Note that any offered appointment will be contingent upon the submission of required documentation of employability. Any offer may also be contingent upon the successful completion of a satisfactory criminal history background check, consistent with USF policies. This letter does not guarantee the receipt of a formal offer of employment.

Sincerely,

Email Signature \_\_\_\_\_ Date

IN WITNESS THEREOF, the parties have set their signatures this \_\_\_\_ day of \_\_\_\_\_, ~~2017~~2021.

FOR THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES

FOR UNITED FACULTY OF FLORIDA/ GRADUATE ASSISTANTS UNITED

\_\_\_\_\_  
~~Judy Genshaft~~Rhea Law  
~~Interim~~ President

\_\_\_\_\_  
Sam Badger  
UFF-USF-GAU

\_\_\_\_\_  
John F. Dickinson  
Chief Negotiator

\_\_\_\_\_  
~~\_\_\_Kerr Fazzino~~  
~~\_\_\_UFF-USF-GAU~~

\_\_\_\_\_  
~~Kofi Glover~~Jim Garey  
~~Gerard Solis~~Liz Gierbolini  
Olga Joanow  
~~Angela Mason~~Sheri Neshiem  
Ruth Bahr  
~~Denelta Adderley~~ Henry  
~~Donna Keener~~  
~~Mary Geller~~  
Judith Ponticell

\_\_\_\_\_  
~~Neal Fischer~~



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# Collective Bargaining Agreement

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2021-2022

University of South Florida

and

United Faculty of Florida/Graduate Assistants United

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## Preamble

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

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 in accordance with Article 17.6 (A).

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

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. Each College of the University shall appoint the majority of its .5 FTE 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.

D. When formal written offer letters are made, but are not provided by the above deadlines, the employing department shall issue the Notice found in Appendix F.

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) (2), (4), and (6).

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. An employee who receives a written notice of non-reappointment shall be entitled, upon written request within fourteen (14) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. The University shall provide such statement fourteen (14) days following receipt of such request. Deadline for notices of Fall and Spring non-reappointment shall be April 30 and October 31 as specified in 2.4 A and B respectively. (Amended 2016)

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.

F. Job Abandonment. Job abandonment is defined as three consecutive scheduled days of work that are missed without communication from student employees to their immediate supervisor. Student employees terminated for job abandonment whose lack of communication about the absence is caused by extenuating circumstances that make it impossible for them to call in to notify their immediate supervisor about the absence may be reinstated to their previous position upon providing an explanation that is deemed satisfactory by their supervisor and/or department. After student employees fail to report to work for three consecutive scheduled days of work, the department will send student employees written notice, via the student employees' USF email accounts and via certified mail, return/receipt requested or hand delivery, notifying student employees of the proposed termination for job abandonment. Student employees will have five business days to respond in writing to the proposed employment action before the proposed action becomes final.

### **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 paid 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 or domestic partner, 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. Employees travelling to conferences required by their graduate program may work with their supervisor to find another Graduate Assistant to carry out their duties on a volunteer basis instead of using paid leave.

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 3 total units of release time per semester during the academic year (Fall and Spring) and 2 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 graduate assistant below 10 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.

#### 10.5 Unpaid Leave

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

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

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

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

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

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

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

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

## **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 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. (Amended 2016)

12.4 Notice for Tuition Waivers.

A. Fall Tuition Waivers. Employees serving in at least one (1) semester appointment during the Fall academic term shall be provided with a notice of tuition waiver by July 1. (Amended 2016)

B. Spring Appointments. Employees who will be offered an appointment to commence at the start of the Spring semester shall be provided with a notice of tuition waiver by November 30. (Amended 2016)

12.5 Tuition and Fee Deferral. In order to minimize the financial burden on Graduate Assistants:

A. The Office of Financial Aid will arrange for all Graduate Assistants to have their tuition and fees deferred until the end of the 7<sup>th</sup> week of the semester. A tuition deferral prevents cancellation of registration for non-payment of fees and temporarily prevents assessment of the late payment fee.

B. Graduate Assistants will be subject to registration and transcript holds and other requests until the tuition and fees are paid.

C. Any Graduate Assistants who continue to have a tuition or fee balance after the 7<sup>th</sup> week of the semester will be charged the \$100 Late Payment Fee but will be able to remain in their coursework.

D. A Graduate Assistant who has financial aid cannot have the extended time to pay fees. The USF Financial Aid Office pays all charges on a student account and if there is funding remaining, refunds the balance to the student.

## **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 Office Space: The University will provide an office to UFF-USF-GAU.

## **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 within 30 days of ratification by both the UFF-USF-GAU and the Board. 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 and campus e-mail address if the GA has authorized the University to release this information to the UFF-USF-GAU, by the third week of each semester if practicable.

(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 of ratification by the Board of Trustees in 2021, and remain in effect through June 30, 2022. Negotiations for a successor agreement shall begin upon request of either party, but no later than February 28, 2022.

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

21.3 Notice. Any notice sent pursuant to this Agreement shall be sent via email and/or certified mail.

A. UFF-USF-GAU shall be contacted through on-campus address and email of the President and Bargaining Chair of the executive board of GAU.

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

## **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. Effective beginning with the Fall 2017 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 \$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 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 \$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. 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 minimum as determined by the fractural FTE appointment and the budgeted weeks of activity.

#### 23.2 Merit Bonus – 2021 – 2022

The University will provide a bonus pool in the aggregate amount of two percent (2%) of the eligible (as defined in Section 23.2(1)) employees' current stipend rates, which will be equitably distributed on the date described in Section 23.2(2) as a one-time lump-sum performance based bonus payment to each eligible employee in proportion to his/her Fall 2021 FTE. Such bonus payment shall not be added to the base.

(1). Eligible employees in Section 23.2 are those employees who meet the following criteria:

- Are employed as Graduate Assistants between the period of March 13, 2020 to June 28, 2021; and
- Do not have a "needs improvement" or "unsatisfactory" rating on their last evaluation of record; and
- Do not have any active performance improvement plans on record; and
- Are actively employed as Graduate Assistants on the date the bonus is paid; and
- Are certified by their supervisors as having taken on new or additional duties associated with COVID-19, such as changing the modality of a course to remote or online learning in response to COVID-19; making extra accommodations to help students during COVID-19; restructuring, rescheduling, or otherwise modifying assigned research duties with response to COVID-19; switching from lab work to library research, changing research approaches, or having to work in shifts to reduce the number of personnel in labs during COVID-19; or spending additional time learning or carrying out assigned research duties if other personnel were not available to assist during COVID-19.

(2). The effective date of the lump sum merit bonus set forth in Section 23.2 shall be as soon as practicable, but no later than six (6) weeks after ratification by the Board of Trustees.

### 23.3 Employer's Contribution to Health Insurance.

A. With an effective date beginning with the Fall 2016 semester, the University agrees to continue to pay the health insurance premium up to a maximum \$2,410 annual amount plus 1% above the consumer price index as published by the Bureau of Labor Statistics of the United States Department of Labor on the preceding July 1 for graduate assistants appointed at .25 FTE or greater who elect coverage under the USF Student Health Insurance Plan.

As an exception to the above maximum contribution level, effective August 2020 to August 2021, the University agrees to pay the health insurance premium up to a maximum annualized amount of \$2,756.00 for each graduate assistant appointed at .25 FTE or greater who elects coverage under the USF Student Health Insurance Plan during said period. This will result in covered graduate assistants having no increase to the current annual premium they pay for this coverage, as the University will be assuming the entire cost of the premium increase for the August 2020 to August 2021 period.

As an exception to the above maximum contribution level, effective August 2021 to August 2022, the University agrees to pay the health insurance premiums up to a maximum annualized amount of \$3,151 for each graduate assistant appointed at .25 FTE or greater who elects individual coverage under the USF Student Health Insurance Plan during said period. This will result in covered graduate assistants having no increase to the current annual premium they pay for coverage, as the University will be assuming the entire cost of the premium increase for the August 2021 to August 2022 period.

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 .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;
- (5) such is required by the Affordable Care Act ("ACA")<sup>1\*\*</sup>.

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.

23.5

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

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

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

## **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.

**Appendix A**

**Reserved**



### 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:

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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: \_\_\_\_\_

Office Address: \_\_\_\_\_

Step I Representative Name: \_\_\_\_\_

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

**Appendix F**

In those circumstances when formal offer letters are made, the following Notice is applicable should the reappointment be delayed.

Date

To Those It May Concern,

Confirmation of a formal offer of employment for some graduate appointments have been delayed beyond the Notice of Reappointment date of (April 30 / June 30) specified in Article 2.4 D of the CBA between USF and UFF-USF-GAU. We are working to resolve this in a timely manner. It is expected that a decision regarding your formal letter of offer will be processed and submitted to you for review by \_\_\_\_\_Expected Date\_\_\_\_\_’ however, unforeseen circumstances may delay this further, in which case an updated notice will be sent out instead. Note that any offered appointment will be contingent upon the submission of required documentation of employability. Any offer may also be contingent upon the successful completion of a satisfactory criminal history background check, consistent with USF policies. This letter does not guarantee the receipt of a formal offer of employment.

Sincerely,

Email Signature

Date

IN WITNESS THEREOF, the parties have set their signatures this \_\_\_\_ day of \_\_\_\_\_, 2021.

FOR THE UNIVERSITY OF SOUTH  
FLORIDA BOARD OF TRUSTEES

FOR UNITED FACULTY OF FLORIDA/  
GRADUATE ASSISTANTS UNITED

\_\_\_\_\_  
Rhea Law  
Interim President

\_\_\_\_\_  
Sam Badger  
UFF-USF-GAU

\_\_\_\_\_  
John F. Dickinson  
Chief Negotiator

\_\_\_\_\_  
UFF-USF-GAU

Jim Garey  
Liz Gierbolini  
Olga Joanow  
Sheri Neshiem  
Ruth Bahr  
Judith Ponticell

