
Collective Bargaining Agreement

2014 – 2017

University of South Florida

&

United Faculty of
Florida/Graduate Assistants
United

Table of Contents

| | |
|---|-----------|
| Table of Contents | ii |
| Preamble | 1 |
| Article 1 | 2 |
| Recognition | 2 |
| Article 2 | 3 |
| Appointments, Reappointments, and Terminations | 3 |
| Article 3 | 8 |
| Employment Performance Evaluation | 8 |
| Article 4 | 11 |
| Employee Evaluation File | 11 |
| Article 5 | 13 |
| Academic Freedom and Responsibility | 13 |
| Article 6 | 14 |
| Workload | 14 |
| Article 7 | 15 |
| Outside Activity/Conflict of Interest | 15 |
| Article 8 | 15 |
| Nondiscrimination | 15 |
| Article 9 | 17 |
| Copyrights and Patents | 17 |
| Article 10 | 18 |
| Leaves of Absence and Other Leave | 18 |
| Article 11 | 23 |
| Grievance Procedure and Arbitration | 23 |
| Article 12 | 33 |
| Matriculation and Tuition Payment Program | 33 |
| Article 13 | 34 |
| Reserved Rights | 34 |
| Article 14 | 35 |
| Use of Facilities | 35 |
| Article 15 | 35 |
| Union Deductions | 35 |
| Article 16 | 37 |
| Deduction | 37 |
| Article 17 | 37 |
| Miscellaneous Provisions | 37 |
| Article 18 | 40 |
| Other Employee Rights | 40 |
| Article 19 | 42 |
| Totality of Agreement | 42 |
| Article 20 | 42 |
| Severability | 42 |
| Article 21 | 43 |

| | |
|---|-----------|
| Amendment and Duration | 43 |
| Definitions | 44 |
| Article 23 | 45 |
| Stipends | 45 |
| Article 24 | 47 |
| Consultation..... | 47 |
| Appendix A | 49 |
| Reserved | 49 |
| Appendix B..... | 50 |
| Dues Check-off Authorization Form Graduate Assistants | |
| Bargaining Unit..... | 50 |
| Membership Form..... | 51 |
| Graduate Assistant Bargaining Unit United Faculty of Florida | |
| (UFF-USF-GAU)..... | 51 |
| United Faculty of Florida UFF-USF-GAU UFF PAC Payroll | |
| Deduction Authorization Form | 53 |
| UFF PAC Form..... | 54 |
| Appendix C..... | 56 |
| Grievance..... | 56 |
| Appendix D..... | 58 |
| Request for Review of Step 1 Decision..... | |

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,

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

- (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) ~~As~~ Statement that the employee

2.3 Length of Appointment. Appointments may be for any period of time up to one (1) calendar year. The University shall appoint the majority of the .5 FTE employees in Graduate Assistant positions (9183, 9184, 9185, 9550) to an appointment of at least one (1) academic year, consistent with the faculty calendar (19.5 pay periods)⁵

(1) Unsatisfactory performance of
asase of

University shall provide such statement twenty (20) days following receipt of such request. Deadline for notices of non-reappointment shall be April 30 and August 30 as specified in 2.4 A and B respectively.

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

Article 3

Employment Performance Evaluation

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

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.

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 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

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 forT-0.005 Tw ynf n tn onalund1.157[

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 deeneest

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

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

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

B. Taking examinations for professional licensing

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

- 1) 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:
 - a. The birth of a child and in order to care for that child;
 - b. The placement of a child with a graduate assistant for adoption or foster care;
 - c. 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;
 - d. A serious health condition of the graduate assistant which makes the GA unable to perform his or her essential job duties.
- 2) 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 an emergency, the graduate assistant must give verbal notice with-in 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.
- 3) Unpaid leave, including extensions, shall be at the sole discretion of the University.
- 4) 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.

- 5) 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.
- 6) A GA must be in at least a second semester of employment as a graduate assistant to be eligible for this leave provision.
- 7) 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 or 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

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

satisfaction if the grievant does not request, in

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

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 notice to the other party.

processing of a grievance prior to the expiration of the grievant's employment, whether by termination or failure

receipt of these payments shall be given to graduate assistants who are employed for .25 FTE or more for at least one semester during the prior academic year and who are students in good standing.

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

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

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

Article 13

Reserved Rights

13.1 Reservation of Rights. The University, (17)(12)(23)(c)-(s)-B(-)-

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

will move for a change of venue based upon the defendant's residence in fact if other than Hillsborough County.

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

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

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

(1) The University shall provide a report containing directory information, including campus mail addresses, and campus e-mail address if the GA has authorized the University to release this information to the UFF-USF-

than email to every graduate student related to all issues concerning graduate assistant employment or assignments.

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 July 1, 2014, and remain in effect through June 30, 2017, with the following exceptions:

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

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

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

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

insurance premium for graduate assistants appointed at .25 FTE or greater who elect coverage under the USF Student Health Insurance Plan.

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.

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 (gr)-6(am)-24()etain tpeti(ent9-1(i4(e)-12(e)-12(e)-12(9-24(3

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.

Appendix A
Reserved

Appendix B

Dues Check-off Authorization Form Graduate Assistants Bargaining Unit

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

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

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

Date

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

Membership Form

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

Please PRINT complete information where necessary.

Mr. Ms. Mrs.

City
Zip Code

State

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)

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 | Step I Grievance Representative |
| Name: _____ | Name: _____ |
| University: _____ | Mailing Address: _____ |
| College: _____ | _____ |
| DEPT: _____ | _____ |
| Office Phone: _____ | 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 Dean of the Graduate

Date received by the 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

Step I Representative

Name: _____

Name: _____

Office Address:

Mailing Address:

Date of Step 1 Decision:

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

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

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

Date of Receipt by Provost's Office:

Signature of Grievant

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

UFF-

ADM 226

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the University of