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Collective Bargaining Agreement

2022-2025

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

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

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 ~~by the~~ majority of Ant or [2.] 81016.5(a)-6.1(e t)-7.2(d 3) E4(el(y

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

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

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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 (CI

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

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.

10.2 An employee may use paid

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. 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.

10.6 Parental Leave

The parties agree to review the subject of possible paid parental leave during successor negotiations

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 pres(i)-0.8(ng)0.7(F7.3(o i)-

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

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.

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.

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.

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.

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 7th 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 7th 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

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-GA(er)-USF2 tpa dues1.2(n,-)7.2(as)-4(h)-10.5(4(g)-0.7(z)-4(2)9685-73(8102)(a)z)-4(1)af

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 As c9 -0.7(55(y-25.1(ent)-l)-0.7(a70.7(v)-4(EMC54.3(i)-i7(a)-2(s)-

(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 prtiormxeto of-he5(of)-7.6 loe5(of)-7.ior0.7d F-USF

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

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 2022, and remain in effect through June 30, 2025. Negotiations for a successor agreement shall begin upon request of either party, but no later than February 28, 2025.

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

C. Effective beginning with the Fall 2023 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 \$14,575. 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 2023 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 \$20,594. 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 2024 Semester: for students at the masters level, each nine-month employee (19.5 pay periods)ning with the Fall 2023 0.6L06tyd(0.6L()Tj-04

University, or any other mutually agreeable matters. Such meetings shall occur once (1) per

Appendix A
Reserved

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Membership Form

Graduate Assistant Bargaining Unit United Fa

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

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):

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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: _____

Appendix F

IN WITNESS THEREOF, the parties have set their signatures this _____ day of _____, 2022.

FOR THE UNIVERSITY OF SOUTH
FLORIDA BOARD OF TRUSTEES

FOR UNITED FACULTY OF FLORIDA/
GRADUATE ASSISTANTS UNITED

Rhea Law
President

Sam Badger
UFF-USF-GAU

John F. Dickinson
Chief Negotiator

Jim Garey
Liz Gierbolini
Olga Joanow
Sheri Neshiem
Ruth Bahr