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# Collective Bargaining Agreement

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2017 2020

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 the University of South Florida (hereafter the United Faculty) is to provide a Graduate Assistantship to a student who is admitted to a graduate program and who achieves a certain level of academic standard. The intent of the University and the United Faculty is to provide a Graduate Assistantship to a student who is admitted to a graduate program and who achieves a certain level of academic standard. The intent of the University and the United Faculty is to provide a Graduate Assistantship to a student who is admitted to a graduate program and who achieves a certain level of academic standard.

## **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

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

appointments. When appointed, employees shall be provided with criteria concerning reappointment.

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

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

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

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

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

2.5 Changes in appointment.

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

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

B. The appointment in the case of 2.5A (1) and (4). (Amended 2016)

(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.

### **Article 3**

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-

## **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.

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

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

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



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 I indicate each





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

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 requ



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

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)

## **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

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.

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-



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 ordable s7W\* nB43(l)3(t)-2(h)4( )JTJETQD.00000912 0 612 792 reW\* nBT/F1 11.52 Tf1 (

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 barg

## **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 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.



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 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

Fall semester and once (1) per Spring semester, unless the parties agree otherwise. The party requesting consultation shall submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues.

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

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

IN WITNESS THEREOF, the parties have set their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

FOR THE UNIVERSITY OF SOUTH  
FLORIDA BOARD OF TRUSTEES

FOR UNITED FACULTY OF FLORIDA/  
GRADUATE ASSISTANTS UNITED

\_\_\_\_\_  
Judy Genshaft  
President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
UFF-USF-GAU

\_\_\_\_\_  
John F. Dickinson  
Chief Negotiator

\_\_\_\_\_  
\_\_Kerr Fazzone  
\_\_UFF-USF-GAU

Kofi Glover  
Gerard Solis  
Olga Joanow  
Angela Mason  
Ruth Bahr  
Denelta Adderley Henry  
Donna Keener  
Mary Goller

Neal Fischer

## **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 \_\_\_\_\_ e

\_\_\_\_\_  
Employee ID #      Name printed

\_\_\_\_\_  
Department      University

Effective date if later than above: \_\_\_\_\_

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

## Membership Form

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

Please PRINT complete information where necessary.

Mr. Ms. Mrs. Dr.

\_\_\_\_\_  
Employee ID #

\_\_\_\_\_  
University

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

MI

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Campus Address

\_\_\_\_\_  
Street

\_\_\_\_\_  
Department

\_\_\_\_\_  
Bldg/Room #

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

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

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

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

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

\_\_\_\_\_  
Signature of member

\_\_\_\_\_  
Date

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



\_\_\_\_\_  
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.

\_\_\_\_\_

**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 shall

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

**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

\_\_\_\_\_mail (certified or registered; restricted delivery; return receipt requested);

\_\_\_\_\_personal delivery.

\_\_\_\_\_  
Signature of Grievant

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

\_\_\_\_\_UFF-USF-GAU\_\_\_\_\_

\_\_\_\_\_

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

