







## **Article 1 - Recognition**

1.1 Bargaining Unit. Pursuant to Order Granting Certification No. 03E-119 issued May 15, 2003 by the Public Employees Relations Commission, wherein the Commission issued Certification No. 1395 adopting the bargaining unit agreed to by the University of South Florida and the United Faculty of Florida, the University has recognized the United Faculty of Florida as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of

the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

2.2 Diversity Plans. The University shall provide to the UFF, without cost, a copy of any plans to ensure diversity, and updates of such plans.

### **Article 3 - UFF Privileges**

3.1 Use of Facilities and Services. Subject to the rules of the University and the terms of this Agreement, the UFF 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 which are defined as follows:

University-Related Groups and Organizations. These groups and organizations may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, University Support Personnel Systems council, direct support organizations, the United Faculty of Florida, etc.

3.2 Communications.

A. UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards but on at least one bulletin board per building where a substantial number of employees have offices. Specific locations shall be mutually selected by the University and the local UFF Chapter in the course of consultation pursuant to Article 2, Consultation. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the University after having been posted for a period of thirty (30) days. If materials do not bear a date of posting the University may remove them at any time. In addition, such bulletin boards may not be u(l)-3.3096(r)-4.2(o)1.7

granted such leave at any one time.

B. The employee(s) shall be placed in unpaid leave status. The employee will be responsible for continuation of benefits during the unpaid leave.

C. Employees on full-time leave under this paragraph shall, upon return to paid status, be

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

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B. The University and the UFF affirm their commitment to equal employment opportunities, diversity and affirmative action. The implementation of affirmative action programs will require positive



6.4 Consultation. As part of the consultation process described in Article 2, Consultation the parties agree to discuss efforts made to appoint and retain women and minority employees.

6.5 Grievance Procedures. Except with respect to alleged violations of Title IX claims of discrimination by the University may be presented as

of lower or equivalent ranks, employees who are spouses of employees, and employees who are local residents shall not, in the hiring process, be disadvantaged for that reason, except as provided in Florida Statutes Chapter 112. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider recommendations which have resulted from the review of candidates by employees in the department, and following the departmental and College guidelines for hiring.

### 8.3 Appointments.

All appointments shall be made via standard University offer letters. The University may attach

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the appointment, if practicable, in accordance with written criteria developed by the faculty in each unit which must be approved by the unit chair and college dean. The criteria shall be made available in each department/unit. Employees shall be offered

- b. Non-tenured or non-tenured earning Assistant Librarians, Associate Librarians, Librarians, Curators, and Counselors/Advisors;
- c. Scholars/Scientists, Research Associates, and Associate In/Assistant in \_\_\_\_\_;
- d. Clinical Faculty;13
- e. Individuals who have officially retired from Universities or other organizations and who are at least 55 years of age;
- f. Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment; and

## **Article 9 - Assignment of Responsibilities**

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9.3 Annual Assignment.

- A. Communication of Assignment. Employees shall be apprised in writing, at the beginning of

- activities.
- B. When a summer instructional appointment immediately follows the academic year appointment, the employee may be assigned reasonable and necessary non-instructional duties related to the summer instructional appointment prior to the conclusion of the academic year appointment.

9.5 Place of Employment.

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  - B. Sustained Performance Evaluations. Tenured faculty members shall receive a sustained

B. Sustained Performance Evaluations.

(1). The sustained performance evaluation program shall provide that:

a. Only elected faculty employees may participate in the development of applicable procedures. Such procedures shall ensure involvement of both peers and administrators at the department and higher levels in the evaluation and shall ensure that an employee may attach a concise response to the evaluation;

b. The University shall provide for an appeals process to accommodate instances when  
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boards, agencies, and commissions that are beneficial to such groups and individuals.

D. Participation in the governance processes of the institution through significant service on committees, councils, and senates, beyond that associated with the expected responsibility to participate in the governance of the institution through participation in regular departmental or college meetings.

E. Other assigned university duties, such as advising, counseling, supervision of interns,



thereof. The peer committee may then place all of the original, or if modified, the modified evaluative materials and summaries thereof in the employee's evaluation files when signed by a representative of the committee along with all written material presented by the employee to the peer committee. The peer committees1.697991.594.49eo pe

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- A. No tenured employee shall be laid off if there are employees who do not have tenure in the layoff unit.
- B. No employee who does not have tenure in the layoff unit with more than five (5) years of continuous University service shall be laid off if there are any such employees with five (5) years or less service.
- C. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level



following the date the offer was made. In the event such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this Article. Employees appointed to a fixed multi-year appointment, who are recalled shall be offered re-employment not to exceed the length of their last employment contract. The University shall notify the local UFF Chapter when an offer of re-employment is issued.

- B. An employee who held a tenured appointment on the date of termination by reason of layoff shall resume the tenured appointment upon recall.
- C. The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.
- D. Employee Assistance Programs. Consistent with the University's Employee Assistance Program, employees participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.

13.6 Limitations. The provisions of Articles 13.2 through 13.5 of this Agreement shall not apply to those employees described in Article 12.2(A)(3), (B) and (C) and in Article 8.3(H).

#### **Article 14 - Promotion Procedure**

##### 14.1 Policy.

A. Promotion decisions are not based solely upon an employee's annual performance evaluations. Rather, the University, through its faculty, professional employees, and administrators, assesses the employee's potential for growth and scholarly contribution as well as past meritorious performance.

B.



the President or representative why tenure was not granted.

C. Decision by the Board of Trustees. The Board of Trustees shall award tenure. This decision shall normally be made at the May Board Meeting but no later than the following meeting. The employee shall be notified in writing by the President or representative within five (5) days of the decision of the Board.

D.



16.3 Notice of Intent. When the President or representative has reason to believe that a suspension or termination should be imposed, the President or representative shall provide the employee with a written notice of the proposed action and the reasons therefor. Such notice shall be sent certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained or via email sent by the University to the employee during a video meeting held for the purpose of delivery of such notice. The employee shall be given ten (10) days in which to respond in writing to the President or representative before the proposed action is taken. The President or representative then may issue a notice of disciplinary action under Article 16.4 below. The employee has a right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action. If the President or representative does not issue a notice of disciplinary action, the notice of proposed disciplinary action shall not be retained in the employee's evaluation file.

16.4 Notice of Discipline. All notices of disciplinary action shall include a statement of the reasons therefor and a statement advising the employee that the action is subject to Article 20, Grievance Procedure and Arbitration. All such notices shall be sent certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained or via email sent by the University to the employee during a video meeting held for the purpose of delivery of such notice.

16.5 Termination. A tenured appointment or any appointment of definite duration may be terminated during its term for just cause. An employee shall be given written notice of termination at least six (6) months in advance of the effective date of such termination, except that in cases where the President or representative determines that an employee's actions adversely affect the functioning of the University or jeopardize the safety or welfare of the employee, colleagues, or students, the President or representative may give less than six (6) months notice.

16.6 Disciplinary Action Other than Termination. The University retains its right to impose disciplinary action other than termination for just cause including, but not limited to, suspension with or without pay. Counseling and Letters of Counsel of any form, including recommendations for participation in an Employee Assistance Program, shall not be considered disciplinary action and shall not be part of an Employee's personnel file. If a Letter of Counsel is issued, it shall be followed by a counseling session with the designated Employee and the Employee's immediate supervisor unless waived by the Employee. The counseling session shall describe the alleged problem behavior and outline the proposed corrective actions and the proposed future behavioral expectations. The Employee has the right to Union representation during counseling sessions.

16.7 Job Abandonment

A. If an employee is absent without authorized leave for twelve (12) or more consecutive days or a period of time that constitutes more than 15% of a term-length teaching assignment during a

B. For an extension of a leave of one (1) semester or more, an employee shall make a written request not less than sixty (60) days before the end of the leave, if practicable.

C. The University shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.

D. An absence without approved leave or extension of leave shall subject the employee to the provisions of Article 16.7.

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soon as practicable.

e. An employee who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.

(3). Certification. If an employee's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University may require an employee to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the employee's ability to return to work. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination by a health care provider who is not a University staff member which shall be paid for by the University. If the medical certification indicates that the employee is unable to perform assigned duties, the President or representative may place the employee on compulsory leave under the conditions set forth in Article 17.8(C) below.

(4). Transfer of Credits.

a. When an employee is reemployed by the University within 100 days, the full balance of accrued sick leave shall accompany the employee unless the employee has received a lump sum payment for accrued sick leave.

b. When an employee moves to a position in state government, the transfer of unused sick leave from the University shall be governed by the rules of the plan to which the employee is transferring.

c. The transfer of unused sick leave from a local government to a university position is not permitted unless a reciprocal agreement in writing between the University and the previous employing entity is in effect.

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as paid time off, but will not receive a cash payment for any accrued sick leave upon leaving University employment. Program details, operation, duration and eligibility criteria shall be determined by the University. The Union may request consultation on program details.

B. Job-Related Illness/injury.

(1). An employee who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued sick or annual leave

(2). If, as a result of the job-related illness/injury, the employee is unable to resume work at the end of the period provided in Article 17.8(B)(1), above:

a. The employee may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness/injury. In no case shall the employee's salary and Workers' Compensation benefits exceed the amount of the employee's regular salary payments; or

b. The employee shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the employee has exhausted all accrued leave in accordance with Article 17.8 (B)(2)(a), above, or the employee elects not to use accrued leave.

(3). This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's Compensation), Florida Statutes.

(4). If, at the end of the leave period, the employee is unable to return to work and perform

completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Article 17.11 below.

c. If the employee fulfills the terms and conditions of the compulsory leave and receives a medical certification from a health care provider approved by the University that the employee is able to perform assigned duties, the President or representative shall return the employee to the employee's previous duties, if possible, or to equivalent duties.

(3). Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.

(4). Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the President or representative should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:

a. offer the employee part-time employment;

b. place the employee in leave without pay status in accordance with Article 17.11 below or extend such status;

c. request the employee's resignation; or

d. release the employee from employment, notwithstanding any other provisions of this Agreement.

## 17.9 Annual Leave

### A. Accrual of Annual Leave.

(1). Full-time employees appointed for more than nine (9) months, except employees on academic year appointments, shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time employees), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of December 31, shall have any excess converted to sick leave on an hour-for-hour basis on January 1 of each year.

(2). Part-time employees appointed for more than nine (9) months, and employees with greater than academic year appointments shall accrue annual leave at a rate directly proportionate to the percent of time employed.

(3). Employees appointed for 9 months or less shall not accrue annual leave.

### B. Use and Transfer of Annual Leave.

(1). Annual leave shall be accrued before being taken, except in those instances where the President or representative may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the University shall deduct from the employee's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the employee to the supervisor as far in advance as possible and appropriate. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.

(3). An employee may transfer into an annual leave accruing position up to forty-four (44) days

seeking an adjustment of the work schedule.

(3). If an employee is required, as a direct result of the employee's employment, to appear as an official witness to testify in the course of any action as defined in Section 92.142(2), Florida Statutes, such duty shall be considered a part of the employee's job assignment, and the employee shall be paid per diem and travel expenses and shall turn over to the University any fees received.

(4). An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must seek an adjustment to the work schedule.

B. Military Leave.

(1). Short-term Military Training. An employee who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the employee's official orders or appropriate military certification, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed seventeen (17) work days in any one (1) federal fiscal year (October 1 - September 30).

boundaries of the State of Florida.

(2). Civil disorder or disaster leave is provided for an employee who is member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including an employee who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the President or designee and shall not exceed twoeUn 201(69.303

corresponding payroll periods.

(2). An employee's request for the use of accrued leave during a period of leave without pay shall be made at the time of the employee's request for the leave without pay. Such request shall include the amount of accrued leave the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which cause the employee to reconsider the combination of leave with and without pay, the employee may request in writing approval of revisions to the original approval.

## **Article 18 - Inventions and Works**

18.1 University Authority and Responsibilities. Section 1004.23, Florida Statutes, authorizes the University to establish rules and procedures regarding patents, copyrights, and trademarks. Such rules and procedures shall be consistent with the terms of this Article.

18.2 Definitions. The following definitions shall apply in this Article:

A. A "work" includes any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works. Instructional technology material, as defined in Article 9.9(A), is included in this definition.

B. An "invention" includes any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items. Instructional technology material, as defined in Article 9.9(A), is included in this definition.

C. "Instructional technology material" is defined in Article 9.9(A).

D. "University support" includes the use of university funds, personnel, facilities, equipment, materials, or technological information, and includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University.

18.3 Works.

A. Independent Efforts. A work made in the course of independent efforts is the property of the

supported efforts, together with an outline of the project and the conditions under which it was done. Consistent with the provisions of Article 18.3(B)(2)a, above, employees need not disclose regarding books, articles, and similar works, the intended purpose of which is to disseminate the results of academic research or scholarly work.

(2). The Division of Patents and Licensing shall assess the relative equities of the employee and the University in the work.

(3). Within sixty (60) days after such disclosure, the Division of Patents and Licensing will inform the employee whether the University seeks an interest in the work, and a written agreement shall thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the employee and the allocation of proceeds resulting from such work. Creation, use, and revision of such works shall also be the subject of the written agreement between the employee and the University as well as provisions relating to the use or revision of such works by persons other than the creator. The employee shall assist the University in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of these works in which the University has an interest. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.



the employee is employed by the University, or by using university support, is the property of the University and the employee shall share in the proceeds therefrom.

D. Release of Rights.

(1). In the event a sponsored research contractor has been offered the option to apply for the patent to an invention or other 83 0 Td [ioer t-254.09(h)1.697(e)1.800n008(p)1.60598(i)-7.90



## **Article 20 - Grievance Procedure and Arbitration**

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are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings. Should any hearings or meetings 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.

B. Prior to participation in any grievance proceedings, conferences, or meetings, the grievant shall make arrangements acceptable to the appropriate supervisor for the performance of the grievant's

D. Step 2.

salary from the University, but the arbitrator may not award other monetary damages or penalties. 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 (a) the employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

c. An arbitrator's decision awarding employment beyond the sixth year shall not entitle the employee to tenure. In such cases the employee shall serve during the seventh year without further right to notice that the employee will not be offered employment thereafter. If an employee is reappointed at the direction of an arbitrator, the President or representative may reassign the employee during such reappointment.

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

(5) Conduct of Hearing. The arbitrator shall hold the hearing in Tampa, Florida, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) 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 parties. The decision shall be in

constitute a precedent for any purpose unless agreed to in writing by the President of the University and the UFF acting through its President or representative.

20.11 Processing.

A. The filing or pendency of any grievance or arbitration proceedings under this procedure 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 non-reappointment. An employee with a pending grievance will not continue to be compensated beyond the last date of employment.

B. The University may refuse consideration of a grievance not filed or processed in accordance with this procedure.

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

20.13 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.

20.14 Inactive Grievances. A grievance which has been filed at Step 3 and on which no action has been taken by the grievant or UFF for ninety (90) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.

20.15 Non-Binding Mediation. At any point during the grievance process, the parties may elect, by mutual written agreement, to participate in non-binding mediation concerning the grievance. The parties may utilize the Federal Mediation and Conciliation Service (hereafter "FMCS"), but it is not required. If the parties choose to participate in non-binding mediation through a mutual written agreement, then the grievance timelines contained herein shall be suspended, pending the outcome of mediation, from the date of the signed written agreement of the parties to pursue non-binding mediation. Should mediation successfully resolve the grievance, where confirmed by both parties in writing, the grievance shall be deemed closed.





following the conclusion of such leave. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of salary received during the program may be required in those instances where neither of the above is satisfied.

(1). The University will make available to each employee whose application has been reviewed by the University, a sabbatical for two (2) semesters (i.e., one (1) academic year) at half-pay, subject to the conditions set forth below. The University may, with the approval of the local UFF Chapter, provide sabbaticals that are equivalent to the two (2) semester half-pay sabbaticals.

(2). Each year, the University will make available at least one (1) sabbatical at full-pay for one (1) semester for each twenty-five (25) eligible employees, subject to the conditions set forth below. The University may, with the approval of the local UFF Chapter, provide sabbaticals that are equivalent to the one (1) semester, full-pay sabbaticals.

C. Eligibility for Sabbaticals. Faculty shall be eligible for the sabbaticals described in 22.3B (1), (2) and (3) above as full-time tenured employees with at least sixe-s5(o)-1031.606(ti206(3)14.79(-)4.197(ti)7)-10.36.62

(one (1) academic year) or full-pay for one semester.

(2). The employee must return to the University for at least one (1) academic year following participation in the program. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of salary received during the program may be required in those instances where neither of the above is satisfied.

(3). The employee must, within thirty (30) days upon returning from the sabbatical, provide a concise written report of the employee's accomplishments during the sabbatical to the President or representative. This report shall include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect the employee and the University, and research or other scholarly work produced or expected to be produced as a result of the sabbatical.

(4). Employees shall not normally be eligible to take another paid sabbatical until six (6) years of continuous service are completed following the prior sabbatical.

(5). Contributions normally made by the University to retirement and Social Security programs shall be continued on a basis proportional to the salary received. University contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the sabbatical.

A. 2021-2022 Merit Lump Sum Bonus

1. The University will provide a pool of funds to each department for a payment of Two-Thousand

23.2 Contract and Grant Funded Increases.

Employees on contracts or grants shall receive salary increases equivalent to similar employees on state funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules of the funding agency, and adequate funds are available for this purpose in the contract or grant.

23.3 Type of Payment for Assigned Duties.

Employees shall be paid from salary dollars for all assigned duties up to the established FTE on the position and from OPS dollars for assigned duties in excess of the established FTE on the position. Employees on 9-month appointments shall be paid during the Summer Terms, if appointed, from salary dollars up to 1.0 FTE if appointed in the home department/unit. Appointments in excess of 1.0 FTE shall be paid from OPS dollars. Employees may be paid from OPS dollars for assignments outside employees' home departments/units and for work on USF funded internal grant programs.

23.4 Salary Adjustments.

A. The University shall retain the authority to make salary adjustments for employees for extra compensation and verified counteroffers and to make salary adjustments for market equity, including compression/inversion. Also, the University shall retain the authority to enter into financial settlements with employees in the settlement of grievances and lawsuits and other disputes. There is no total annual limit on the expenditures in the cases listed above. In addition, the University retains the authority to make salary adjustments and to provide cash bonuses for special achievements and to develop and implement plans to provide additional base salary or lump sum increases for excellence in research, teaching, service and other assigned duties so long as the total expenditures do not exceed 1.0% of the August 7in-unit employee salary base of the year adjustments are made. In addition, any remaining discretionary expenditure authority based on the prior in-unit salary base shall be added to the 1.0% discretionary base described above.

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## **Article 24 - Benefits**

24.1 Benefits Improvements. The University and UFF support legislation to provide adequate and affordable health insurance to all employees.

24.2

Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those employees referenced in Article 24.6(A)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the employee's 63rd birthday. Employees who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Employees who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).

(2). Employees not eligible to participate in the Phased Retirement Program include those who have received notice of non-reappointment, layoff, or termination and those who participate in the State's Deferred Retirement Option Program (DROP).

B. Program Provisions.

(1). All participants must retire and thereby relinquish all rights to tenure as described in Article 15, Tenure, except as stated otherwise in this Article. Participants' retirement benefits shall be

a. Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve (12) month appointment shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. This leave is to be used in increments of





## **Article 25 - Payroll Deduction**

Pursuant to the provisions of Section 447.303, Florida Statutes, the University and the UFF hereby agree to the following procedure for the deduction and remittance of the UFF membership dues and other UFF deductions.

### 25.1 Deductions.

- A. During the term of this Agreement, the University agrees to deduct the UFF membership

## **Article 26 - Maintenance of Benefits**

26.1 No employee may be required to waive the benefits provided by the terms of this Agreement. No employee shall, as a result of the establishment of a level of rights or benefits in this Agreement, suffer a loss or diminution of any such rights or benefits for which otherwise eligible.

26.2 The reorganization of higher education in the State of Florida resulted in the legislative abolition of the Board of Regents and the creation of the University of South Florida Board of Trustees as the public employer. Tenure status, rank, earned benefits, years of service, history of assignments and record of evaluations which an employee had at the University prior to the creation of the University of South Florida Board of Trustees, shall be recognized, credited or used, as applicable, unless a specific term or provision of this Agreement states otherwise.

## **Article 27 - Miscellaneous Provisions**

27.1 No Strike or Lockout. The University agrees that there will be no lockout during the term of this Agreement. The UFF agrees that there will be no strike by it or by any employees during the term of this Agreement.

27.2



-- "department/unit" means a department or a comparable administrative unit generally equivalent in size and character to a department.

-- "employee" means a member of the bargaining unit.

-- "equitable" means fair and reasonable under the circumstances.

-- "months" means calendar months.

-- "number": The singular includes the plural.

-- "principal place of employment" means the campus location or other university site specified on the

**SIGNATURE PAGE**

IN WITNESS THEREOF, the parties have set their signatures this (see below) day of July, 2022.

FOR THE UNIVERSITY OF SOUTH  
FLORIDA BOARD OF TRUSTEES

FOR THE UNITED FACULTY  
OF FLORIDA – UNIVERSITY OF  
SOUTH FLORIDA CHAPTER

**Rhea Law, President**

**KJ`U a`GhYjY`@Ub[,`President**

**John F. Dickinson, Chief Negotiator**

**Robert Welker, Chief Negotiator**

James Garey  
Liz Gierbolini Gerard Solis Julie Serovich  
Olga Joanow  
Sheri Neshiem



9435 - Resident Advisor to Students 9460

- Psychiatrist

9462 - Physician

9464 - Physician's Assistant

9490 - Dentist

9495 - Specialist, Student Counseling

Together with chairpersons (Administrative Code: C1) in the College of Arts and Sciences and College of



## Appendix B







III. Authorization

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

UFF

---

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 Office of the Provost, ADM 226 on \_\_\_\_\_ by (check one) mail (certified or registered, restricted delivery, return receipt requested) \_\_\_\_\_; personal delivery \_\_\_\_\_; other (specify) \_\_\_\_\_.

Signature of Grievant

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

The Step 2 decision shall be transmitted to Grievant's Step 2 Representative by personal delivery with written documentation oaadhel79,e,.898 .-16p.-(d)1.2.791 213h(05(W297()-5.8295(d)-3n)1.Eta)2.098(rf.904(te)23-10504

## Appendix D

### Notice of Arbitration

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the decision of USF dated \_\_\_\_\_ and received by the UFF on \_\_\_\_\_ in this grievance of:

Name:

USF Grievance  
No:

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

This notice was filed with the Provost's Office, ADM 226 on \_\_\_\_\_ by (check one): mail

**Appendix E**  
**University of South Florida**  
\_\_\_\_\_ **Salary Increase Notification**

Name:

Empl id:

Dept:

Dept name:

This notice is provided of your salary increase for the \_\_\_\_\_ academic year.

Base salary as of \_\_\_\_\_:

In accordance with provisions of the \_\_\_\_\_ USF-UFF Agreement, your merit increase for the \_\_\_\_\_ academic year is:

New base salary effective \_\_\_\_\_:

Your salary increase was derived from Articles 23.1.B, you may request a meeting to discuss this

**Appendix F**  
**University of South Florida and United Faculty of Florida**  
**Exclusive Assignment Dispute Resolution Procedure**

H.1 Exclusive Method

The University of South Florida and the United Faculty of Florida agree to the following procedure as the exclusive method of resolving disputes under Article 9.3, of the Agreement which allege that an employee's assignment has been imposed arbitrarily or unreasonably.

An employee who alleges that the assignment has been imposed arbitrarily or unreasonably may file a grievance under Article 20 of the USF/UFF Agreement only to enforce the exclusive Assignment Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether an assignment has been arbitrarily or unreasonably imposed.

H.2 Time Limits

The dispute shall not be processed unless it is filed within thirty (30) days after the receipt of the assignment by the employee. If the employee's assignment begins prior to final resolution of the dispute, the employee shall perform the assignment until the matter is finally resolved under these procedures.

All time limits contained herein may be extended by mutual agreement of the university and the UFF



statement of the University's position, a list of expected witnesses, and other relevant documentation in the employee's ADR File. As soon as practicable thereafter, a copy of all documents placed in the employee's ADR File shall be presented to the UFF representative, who shall place a list of the employee's expected witnesses into the file. During these seven (7) days, the President's representative and the UFF representative shall meet for the purpose of selecting a Neutral Umpire from the Neutral Umpire Panel. Selection of the Neutral Umpire shall be by mutual agreement or by alternatively striking names from the Neutral Umpire Panel list until one name remains. The right of first choice to strike from the list shall be determined by the toss of a coin. The right to strike first shall alternate in any subsequent Neutral Umpire selection.

The President's representative shall contact the selected Umpire no later than three (3) days following the selection. Should the Umpire selected be unable to serve, the President's representative shall contact the UFF representative as soon as practicable and schedule another selection meeting.

Upon the agreement of the Neutral Umpire to participate, the President's representative shall provide the Umpire with the employee's ADR File.

The ADR Meeting shall be scheduled as soon as practicable after the Neutral Umpire has received the employee's ADR File. The President's representative shall notify the UFF representative of the time and place of the ADR Meeting no later than forty-eight (48) hours prior to it being convened.

No person concerned with or involved in the assignment dispute shall attempt to lobby or otherwise influence the decision of the Umpire.

The ADR Meeting shall be conducted as follows:

- (1). The employee, or a UFF representative, and a representative of the President shall be the sole representatives of the parties. Each representative may present documentary evidence from the employee's ADR File, interrogate witnesses, offer arguments, cross-examine witnesses, and have present at the meeting one individual to assist in the presentation of the representative's case.
- (2). The Neutral Umpire will conduct and have total authority at the ADR Meeting. The Neutral Umpire may conduct the ADR Meeting in whatever fashion, consistent with this Agreement that will aid in arriving at a just decision.
- (3). The Umpire shall submit to all parties on Part 4 of the ADR Form within forty-eight (48) hours after the close of the ADR Meeting a written, binding decision as to whether the assignment was imposed arbitrarily or unreasonably. The decision shall include the reasons for the Umpire's determination.
- (4). If the Umpire decides that the employee's assignment was imposed arbitrarily or unreasonably, the Umpire may also suggest an appropriate remedy. This suggestion is not binding on the university but shall be used by the President or President's designee in fashioning an appropriate remedy.

#### H.4 Neutral Umpire Panel

The President's representative and the UFF representative shall meet within two (2) weeks of the ratification of this Agreement for the purpose of selecting an odd-numbered Neutral Umpire Panel. The

**Appendix G**  
**Memorandum of Understanding - Article 14 – Promotions**

This Memorandum of Understanding is entered into this 19th day of February, 2010, between the University of South Florida Board of Trustees (“Board of Trustees”) and the United Faculty of Florida (“UFF”)

WHEREAS, the UFF is the certified bargaining agent for a unit of employees on the University of South Florida;



