
Collective Bargaining Agreement

2021-2022

University of South Florida

and

United Faculty of Florida/Graduate Assistants United

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Preamble

A Graduate Assistant (GA) is first and foremost a student who is engaged in the continued process of training and acquisition of knowledge in order to enhance employability in the job

Article 1
Recognition

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 of 03.6(u)3.4(1)u3.3(c)-1.2(i)2.9(f)-13.8(yv)9.9(i)3.1(n)3.4(g)-225.8(t)-2.6(h)245(e)-225.8(f)

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

2.4 Notice. Timely processing of appointment letters is fundamental to the efficient operation

10.3 An employee shall not be required to use leave when the University is officially closed, unless the special conditions of the appointment require the employee to perform duties at these times.

10.4 Release Time.

A. A unit of release time shall equal 10 hours per week. Release time may be allocated in increments of 5 or 10 hours per week, The University agrees to provide up to 3 total units of release time per semester during the academic year (Fall and Spring) and 2 total unit of release time during the Summer semester to employees designated by the UFF-USF-GAU for the purpose of carrying out the UFF-USF-GAU's obligations in representing employees and administering this Agreement. The UFF-USF-GAU may designate employees to receive this release time subject to the following conditions:

(1) No more than one employee per department may be granted release time at any one time, unless that department employs more than twenty- five (25) employees.

(2) The award of release time shall not reduce the workload obligation of a graduate assistant below 10 hours per week.

(3) An employee who has been granted release time for two consecutive semesters shall not again be eligible for release time until two consecutive semesters have elapsed following the end of the second semester in which such release time was granted.

(4) The UFF-USF-GAU shall provide the University with a list of requested designees at least four (4) weeks prior to the first day of classes for the semester. The list will indicate each employee's requested FTE for release time. Upon approval of the designees by the University, the designees shall serve for one (1) academic year. Substitutions for the Spring semester may be made upon written notification submitted by the UFF-USF-GAU to the University no later than four (4) weeks prior to the first day of classes for the Spring semester.

(5) Employees on release time must remain students in good standing at the University during their release time appointment.

B. Release time shall be used for conducting University-related UFF-USF-GAU business, and shall not be used for lobbying or other political representation except in accordance with state or federal law.

C. Upon the failure of the UFF-USF-GAU to provide a list of designees by the specified deadlines, the University may refuse to honor any of the release time requests which were submitted late. Substitutions submitted after the deadlines in Article 10.4(A)(4) shall be allowed at the discretion of the University.

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

E. Employees on release time shall retain all rights and responsibilities as employees, but shall not be considered representatives or agents of the University for any activities

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

assumed to be resolved to the grievant's satisfaction if the grievant does not request, in writing, a Step 1 decision within seven (7) days of the end of the informal resolution period. If any extension of the informal resolution period expires without the grievant's request for a Step 1 decision, the grievance will be assumed to have been resolved to the grievant's satisfaction.

B. At any point in the informal resolution period the grievant may request a Step 1 meeting. If such request occurs during the initial period of informal resolution, the University may accept the request or continue the informal resolution period for the initial thirty (30) days, at which point the provisions of Article 11.9 (A) shall prevail. If the request occurs during an extension of the informal resolution period the University shall comply within fifteen (15) days. In advance of the Step 1 meeting, the grievant shall have the right, upon request, to a copy of any identifiable and currently existing documents relevant to the grievance, except documents protected by law. Documents which are available electronically may be provided by electronic mail or by advising the grievant of the web address for obtaining such documents.

C. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance. The University Step 1 representative shall meet with the grievant and/or the grievant's representative no later than fifteen (15) days following the filing of the grievance at Step 1 and shall issue a written decision to the grievant and the grievant's representative, if any, within thirty (30) days following the meeting.

11.10 Step 2.

A. If the grievance has not been satisfactorily resolved at Step 1, the grievant may, on the form contained in Appendix D, file a request for review with the Provost or representative within fifteen (15) days following the receipt of the Step 1 decision. The request shall include a copy of the grievance form filed at Step 1 and all written responses and documents in support of the grievance filed at Step 1 and a copy of the Step 1 decision. No additional allegations of violations may be introduced at Step 2.

B. The Provost or representative shall schedule a meeting with the UFF-USF- GAU grievance representative within fifteen (15) days after the filing of the grievance and shall issue a written decision to the grievant and the grievant's representative, if any, within thirty (30) days following the meeting.

11.11 Step 3. If the grievance has not been satisfactorily resolved at Step 2, UFF-USF- GAU may, upon the request of the grievant, proceed to arbitration by filing a written notice of intent to do so on a form contained in Appendix E. Notice of intent to proceed to arbitration must be filed with the Office of the General Counsel within thirty (30) days after receipt of the Step 2 decision and shall be signed by the grievant and the UFF- USF-GAU President or representative.

11.12 Selection of Arbitrator. Representatives of the University and UFF-USF-GAU shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting a five (5) member Arbitration Panel. Within fifteen (15) days after receipt of a Notice of Arbitration, representatives of the University and UFF-USF-GAU shall meet for the purpose of selecting an arbitrator from the Panel. Selection shall be by mutual agreement or by

alternately striking names from the Arbitration Panel list until one (1) name remains. The winner of a coin toss shall be the first to strike a name from the list. If the University and the UFF-USF-GAU are unable to agree on a panel of arbitrators, they shall follow the normal American Arbitration Association procedure for the selection of an arbitrator. The University

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

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

C. Remittance. The dues deducted shall be remitted by the University to the UFF-USF-GAU within thirty (30) days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted.

D. Termination of Deduction. The University's responsibility for deducting dues and uniform assessments, if any, from an employee's salary shall terminate automatically upon either (1) thirty (30) days written notice from the employee to the University personnel office revoking that employee's prior dues deduction authorization, or (2) the discontinuance of the authorizing employee's status within the bargaining unit. The University shall provide a bi-weekly report of dues deductions containing the name and employee identification of each employee and the amount of dues deducted.

15.3 Indemnification. UFF-USF-GAU assumes responsibility for: (1) all claims against the University, including the cost of defending such actions, arising from their compliance with this Article, and for (2) all monies deducted under this Article and remitted to UFF-USF-GAU. UFF-USF-GAU shall promptly refund to the University excess monies received under this Article.

17.4 Copies of Agreement. The Board agrees to make the Agreement available in electronic format on its website within 30 days of ratification by both the UFF-USF-GAU and the Board. The Union may notify its membership of the web location.

17.5 Class Titles. Whenever the University creates a new class for graduate assistant or

17.7 Dissemination of Information. The University agrees to work with the UFF-USF-GAU to disseminate information regarding contract management, labor-management relations and other items of mutual interest. The Graduate School will make reasonable, good faith efforts to provide to UFF-USF-GAU via email any information disseminated by any other means other than email to every graduate student related to all issues concerning graduate assistant employment or assignments.

Article 18

Other Employee Rights

18.1 Work Space. If the University requires that the assigned duties of an employee be performed in a specific on-campus location, other than the computer center or the library, the University shall provide space for such assignment. If practicable, space shall be provided where private consultations with employee's students, if any, may be held. Before an employee's work space location is changed, or before there is a substantial alteration to an employee's work space to a degree that impedes the employee's work effectiveness, the affected employee shall be notified.

18.2 Mail. Employees shall be entitled to receive employment-related and U.S. mail at their work location. Each department or unit shall make available a convenient receptacle for employees to receive such mail and shall notify each employee of its location. Where a shared mail receptacle is used, graduate assistants should instruct their students to use sealed envelopes for confidential correspondence.

18.3 Safe Conditions. The University shall make every reasonable effort to provide employees a safe working environment. Employees are responsible for immediately reporting situations involving unsafe working conditions to appropriate administrators. Appropriate administrators include, but are not limited to, the employee's immediate supervisor, graduate coordinator, department chair, Dean, or the Director of Environmental Health and Safety. Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate administrator will reply to the employee and in appropriate situations may notify other employees.

18.4 Limitation on Personal Liability. In the event an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee should notify the Graduate Dean's office as soon as possible after receipt of the summons commencing the action in order that the University may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.

18.5 Access to Resources. The University shall provide employees access to office space, desk space, telephone service, computers, storage space, office supplies, texts and/or reading materials, photocopy services, fax services, and office, laboratory, studio, and/or

Article 21

Article 23

Stipends

23.1 Minimum Stipend. The minimum stipend shall be as follows:

A. Effective beginning with the Fall 2017 Semester: for students at the masters level, each nine-month employee (19.5 pay periods) on a .50 FTE appointment shall be guaranteed a minimum stipend of \$11,045. Appointments greater or less than .50 FTE shall be paid at a stipend rate representing a proportion of this minimum as determined by the fractional FTE appointment and the budgeted weeks of activity.

B. Effective beginning with the Fall 2017 Semester: for students at the doctoral level, each nine-month employee (19.5 pay periods) on a .50 FTE appointment shall be guaranteed a minimum of \$14,500. Appointments greater or less than .50 FTE but no less than .25 FTE shall be paid at a stipend rate representing a proportion of this minimum as determined by the fractional FTE appointment and the budgeted weeks of activity.

C. Effective beginning with the Fall 2018 Semester: for students at the masters level, each nine-month employee (19.5 pay periods) on a .50 FTE appointment shall be guaranteed a minimum of \$11,850. Appointments greater or less than .50 FTE, but no less than .25 FTE shall be paid at a stipend rate representing a proportion of this minimum as determined by the fractural FTE appointment and the budgeted weeks of activity.

D. Effective beginning with the Fall 2018 Semester: for students at the doctoral level, each nine-month employee (19.5 pay periods) on a .50 FTE appointment shall be guaranteed a minimum of \$16,080. Appointments greater or less than .50 FTE, but no less than .25 FTE shall be paid at a stipend rate representing a proportion of this minimum as determined by the fractural FTE appointment and the budgeted weeks of activity.

E. Effective beginning with the Fall 2019 Semester: for students at the masters level, each nine-month employee (19.5 pay periods) on a .50 FTE appointment shall be guaranteed a minimum of \$12,500. Appointments greater or less than .50 FTE, but no less than .25 FTE shall be paid at a stipend rate representing a proportion of this minimum as determined by the fractural FTE appointment and the budgeted weeks of activity.

F. Effective beginning with the Fall 2019 Semester: for students at the doctoral level, each nine-month employee (19.5 pay periods) on a .50 FTE appointment shall be guaranteed a minimum of \$17,830. Appointments greater or less than .50 FTE, but no less than .25 FTE shall be paid at a stipend rate representing a proportion of this minimum as determined by the fractural FTE appointment and the budgeted weeks of activity.

23.2 Merit Bonus – 2021 – 2022

As an exception to the above maximum contribution level, effective August 2021 to August 2022, the University agrees to pay the health insurance premiums up to a maximum annualized amount of \$3,151 for each graduate assistant appointed at .25 FTE or greater who elects individual coverage under the USF Student Health Insurance Plan during said period. This will result in covered graduate assistants having no increase to the current annual premium they pay for coverage, as the University will be assuming the entire cost of the premium increase for the August 2021 to August 2022 period.

B. Payment of the employer contribution will be discontinued or reduced as applicable under the following circumstances:

- (1) cessation of the appointment; or
- (2) reduction of the appointment to less than .25 FTE, as applicable;
- (3) completion of the hours specified for completion of the degree requirements of the program in which the employee is enrolled; or
- (4) failure of the employee to pay the employee portion of the insurance premium when due;
- (5) such is required by the Affordable Care Act ("ACA")^{1**}.

B. In the event of a reduction in PBF funding the University shall have the sole

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.

Membership Form

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

Please PRINT complete information where necessary.

Mr. Ms. Mrs. Dr. _____

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:

Statement of grievance (must include date of acts or omissions complained of):

Remedy sought:

III. Authorization

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

_____UFF-USF-GAU_____

_____Legal Counsel _____

_____Myself _____

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

This grievance was filed with the Associate Provost and Dean of the Graduate Dean on _____, by (check one)

_____mail (certified or registered; restricted delivery; return receipt requested);

_____personal delivery.

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

Date received by the Associate Provost and Dean of the Graduate School: _____

Copies of the Step 1 Decision shall be sent to:

- Grievant
- Step 1 Representative
- Faculty Supervisor

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

Appendix F

In those circumstances when formal offer letters are made, the following Notice is applicable should the reappointment be delayed.

Date

To Those It May Concern,

Confirmation of a formal offer of employment for some graduate appointments have been delayed beyond the Notice of Reappointment date of (April 30 / June 30) specified in Article 2.4 D of the CBA between USF and UFF-USF-GAU. We are working to resolve this in a timely manner. It is expected that a decision regarding your formal letter of offer will be processed and submitted to you for review by _____Expected Date_____’ however, unforeseen circumstances may delay this further, in which

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November 17, 2021

FOR THE UNIVERSITY OF
FLORIDA BOARD OF ADVISERS

DocuSigned by:

[Signature]

[Signature]

Rhea Law
Interim President

[Signature]

Chief Negotiator

Jim Garey

Liz

Oiga Joanow

Sheri Nashiem

KU

JUDITH FORTNER

