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| 21 | Article 1 - Recognition | 1 |

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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 employment as specifically set forth in this Agreement, for all employees in the bargaining unit described

182 may refuse to honor any of the requests that were submitted late.

183
184 A. No more than one employee per fifteen (15) employees per department/unit, need be
185 granted such leave at any one time.

186
187 B. The employee(s) shall be placed in unpaid leave status. The employee will be
188 responsible for continuation of benefits during the unpaid leave.

189
190 C. Employees on full-time leave under this paragraph shall, upon return to paid status, be
191 eligible to receive salary increases in accordance with the provisions of Article 17.11. Employees on less
192 than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as
193 other employees.

194
195 D. An employee who has been granted leave under this Article for two (2) consecutive
196 academic years shall not again be eligible for such leave until two (2) consecutive academic years have
197 elapsed following the end of the leave. Two (2) employees, designated by the UFF, shall be exempt from
198 the provisions of this subsection. Other exceptions may be granted at the discretion of the University upon
199 prior written request by the UFF.

200
201 E. The University or the USF Board shall not be liable for the acts or omissions of said
202 employees during the leave and the UFF shall hold the University and the USF Board harmless for any
203 such acts or omissions, including the cost of defending against such claims.

204
205 F. An employee on such leave shall not be evaluated for this activity nor shall such activity
206 be considered by the University in making personnel decisions.

207
208 3.4 Released Time.

209
210 A. The University agrees to provide a total of six (6) units of released time in both the Fall
211 and Spring semester to full-time employees designated by the UFF for the purpose of carrying out the
212 UFF's obligations in representing employees and administering this Agreement. The UFF may designate
213 employees to receive released time during the academic year, subject to the following conditions:

214
215 (1). No more than one (1) employee per fifteen (15) employees per department/unit may
216 be granted released time at any one time, nor may any employee be granted more than a two (2)
217 unit reduction in a single semester.

218
219 (2). The UFF shall provide the University with a list of designees for the academic year no
220 later than May 1 of the preceding academic year. The designees shall serve for one (1) academic
221 year. Substitutions for the spring semester may be made upon written notification submitted by the
222 UFF to the University no later than October 15.

223
224 B. A "unit" of released time shall consist of a reduction in teaching load of one (1) course per
225 Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload
226 of ten (10) hours per week. Two (2) units shall consist of a reduction in teaching load of two (2) courses per
227 Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload
228 of twenty (20) hours per week.

229
230 C. Released time shall be used for conducting UFF business at the University or State level,
231 and shall not be used for lobbying or other political representation. Leave for lobbying or other political
232 representation may be purchased by the UFF pursuant to Section 3.

233
234 D. Upon the failure of the UFF to provide a list of designees by the specified deadlines, the
235 University may refuse to honor any of the released time requests which were submitted late. Substitutions
236 submitted after the October 15 deadline shall be allowed at the discretion of the University.

237
238 E. An employee who has been granted released time for either or both semesters during

295 and opportunities of each employee to work in an environment free from any form of discrimination or
296 harassment. The parties recognize their obligations under federal and state laws and rules and
297 regulations prohibiting discrimination or harassment, including required implementation of affirmative
298 action and equal opportunity programs.

B.

- 349 6.3 Access to Documents. No employee shall be refused a request to inspect and copy documents
350 relating to the employee's claim of discrimination, except for records which are exempt from the provisions
351 of the Public Records Act, Chapter 119, Florida Statutes, provided, however, the University may charge
352 for copies of documents in accordance with law, rule, university procedures, and this Agreement.
353
- 354 6.4 Consultation. As part of the consultation process described in Article 2, Consultation the parties
355 agree to discuss efforts made to appoint and retain women and minority employees.
356
- 6.5. Grievance Procedures. Except with respect to alleged violations of Title IX cClaims of such

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1. Two- to five-year fixed multi-year appointments may be offered for the following:
 - a. Instructors and Lecturers;
 - b. Non-tenured or non-tenured earning Assistant Librarians, Associate Librarians, Librarians, Curators, and Counselors/Advisors;
 - c.

628 Faculty bargaining unit. The employee may request a review of such action consistent with the provisions
629 of Article 27.6 and UFF may discuss such action pursuant to Article 2, Consultation.

630

631

632

Article 9 - Assignment of Responsibilities

633 9.1 Policy. The professional obligation is comprised of both scheduled and non-scheduled activities. The

684 claims of alleged violations of the Agreement with respect to employee assignments
685 are subject to the provisions of Article 20, Grievance Procedure and Arbitration.
686

687 9.3 Annual Assignment.
688

- 689 A. Communication of Assignment. Employees shall be apprised in writing, at the
690 beginning of their employment and at the beginning of each year of employment
691 thereafter, of the duties assigned in teaching, research and other creative activities,
692 public service, and of any other specific duties assigned for that year.
693

694 Except for an assignment made at the beginning of an employee's employment, the
695 person responsible for making an assignment shall notify the employee prior to making
696 the final written assignment. The assignment shall be communicated to employees no
697 later than six (6) weeks in advance of its starting date, if practicable.
698

- 699 B. Instructional Assignment. The period of an instructional assignment during an academic year
700 shall not exceed an average of seventy-five (75) days per semester and the period for testing,
701 advisement, and other scheduled assignments shall not exceed an average of ten
702 (10) days per semester. Within each semester, activities referred to above shall be scheduled
703 during contiguous weeks with the exception of spring break, if any.
704

- 705 C. Change in Assignment. Should it become necessary to make changes in an employee's
706 assignment, the person responsible for making the change shall notify the employee prior to
707 making such change and shall specify such change in writing.
708

- 709 D. Equitable Opportunity. Each employee shall be given assignments which provide equitable
710 opportunities, in relation to other employees in the same department/unit, to meet the
711 required criteria for promotion, tenure, successive fixed multi-year appointments, and merit
712 salary increases.
713

714 (1). For the purpose of applying this principle to promotion, assignments shall be
715 considered over the entire period since the original appointment or since the last
716 promotion, not solely over the period of a single annual assignment. The period under
717 consideration at the university shall not be less than four years. The employee's annual
718 assignment shall be included in the promotion file.
719

800 videotapes, interactive television, and computer software, to support teaching and learning
801 and to enhance the fundamental relationship between employee and student. This
802 technology may be used in the context of distance learning. Furthermore, the parties also
803 recognize that this technology should be used to the maximum mutual benefit of the
804 University and the employee.

805
806 C. The University shall review the considerations stated in (1) through (4), below, which may be
807 raised by employee development and use of instructional technology/distance learning. It is
808 recognized that these considerations may already apply to other employee instructional
809 activities and, therefore, be addressed by existing University policies and procedures. If the
810 University concludes that new or revised policies are needed, they shall develop such policies
811 and consult with UFF pursuant to Article 1.2(B), prior to their implementation.
812

857 evaluations into account, provided that such decisions need not be based solely on written employee
858 performance evaluations.

B.

911 available to employees either in hard copy or electronic format.

912 (3). Upon written request from the employee, the persons responsible for supervising and
913 evaluating an employee shall endeavor to assist the employee in correcting any major
914 performance deficiencies reflected in the employee's annual evaluation.
915

916 B. Sustained Performance Evaluations.

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

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

922 b. The University shall provide for an appeals process to accommodate instances when

964 what is done.

965 C. Public service that extends professional or discipline-related contributions to the
966 community; the State, including public schools; and the national and international community. This
967 public service includes contributions to scholarly and professional organizations and governmental
968 boards, agencies, and commissions that are beneficial to such groups and individuals.

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

973 E. Other assigned university duties, such as advising, counseling, supervision of interns,
974 and academic administration, or as described in a Position Description, if any, of the position held by the
975 employee.

976

977 10.5 Proficiency in Spoken English. No employee shall be evaluated as deficient in oral English
978 language skills unless proved deficient in accordance with the appropriate procedures and examinations
979 established by Section 1012.93, Florida Statutes, and State Board of Education rule, for testing such
980 deficiency.

981 A. Faculty involved in classroom instruction, other than in courses conducted primarily in a
982 foreign language, found by their supervisor, as part of the annual evaluation, to be potentially deficient in
983 English oral language skills, shall be tested in accordance with appropriate procedures and
984 examinations established by statute and rule cited above for testing such skills. No reference to an
985 alleged deficiency shall appear in the annual evaluation or in the personnel file of a faculty member who
986 achieves a satisfactory examination score determining proficiency in oral English as specified in the rule
987 (currently "50" or above on the Test of Spoken English).

988 B. Faculty who score at a specified level on an examination established by statute and rule
989 cited above for testing oral English language skills ("45" on the Test of Spoken English), may continue to
990 be involved in classroom instruction up to one (1) semester while enrolled in appropriate English
991 language instruction, as described in paragraph (D) below, provided the appropriate administrator
992 determines that the quality of instruction will not suffer. Only such faculty members who demonstrate, on
993 the basis of examinations established by statute and rule, that they are no longer deficient in oral
994 English language skills may be involved in classroom instruction beyond one (1) semester.

995 C. Faculty who score below a minimum score on an examination established by statute and
996 rule for determining proficiency in oral English (currently "45" on the Test of Spoken English) shall be
997 assigned appropriate non-classroom duties for the period of oral English language instruction provided
998 by the University under paragraph (D) below, unless during the period of instruction the faculty member

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A.

1290 sections (including the recording of votes) of the file by the reviewing bodies/individuals), a copy shall be
1291 sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The
1292 employee may attach a brief response within five (5) days of his/her receipt of the added material. The
1293 file shall not be forwarded until either the employee submits a response or until the second five (5) day
1294 period expires, whichever occurs first. The employee shall have the right to review the file at each stage
1295 of review (i.e., department, college, campus) and attach a brief response to any materials contained

1451 professionals.

1452
1453 16.3 Notice of Intent. When the President or representative has reason to believe that a suspension or
1454 termination should be imposed, the President or representative shall provide the employee with a written
1455 notice of the proposed action and the reasons therefor. Such notice shall be sent certified mail, return
1456 receipt requested, or delivered in person with written documentation of receipt obtained or via email sent
1457 by the University to the employee during a video meeting held for the purpose of delivery of such notice.
1458 The employee shall be given ten (10) days in which to respond in writing to the President or representative
1459 before the proposed action is taken. The President or representative then may issue a notice of
1460 disciplinary action under Article 16.4 below. The employee has a right to union representation during
investigatory queslinatory

1506 written request not less than sixty (60) days before the end of the leave, if practicable.

1507 C. The University shall approve or deny such request in writing not later than thirty (30) days
1508 after receipt of the request.

1509 D. An absence without approved leave or extension of leave shall subject the employee to
1510 the provisions of Article 16.7.

1511 E. An employee's request for use of leave for an event covered by the provisions of the
1512 Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to
1513 in accordance with the provisions of Article 17.6 below.

1514
1515 17.2 Return from Leave. An employee who returns from an approved leave of absence with or without
1516 pay shall be returned to the same classification, unless the University and the employee agree in writing
1517 to other terms and conditions. The return from FMLA leave shall be in accordance with Article 17.6 below.

1518
1519 17.3 Accrual During Leave with Pay. An employee shall accrue normal leave while on compensated
1520 leave in full-pay status, or while participating in the sabbatical or professional development programs. If
1521 an employee is on compensated leave in less than full-pay status for other than sabbaticals or professional
1522 development programs, the employee shall accrue leave in proportion to the pay status.

1523
1524 17.4 Tenure Credit During Periods of Leave. Leaves of an entire semester or more during which an
1525 employee is on compensated or uncompensated leave shall not be creditable for the purpose of
1526 determining eligibility for tenure, except by mutual agreement of the employee and the University. In
1527 deciding whether to credit such leave toward tenure eligibility, the President or representative shall
1528 consider the duration of the leave, the relevance of the employee's activities while on such leave to the
1529 employee's professional development and to the employee's field of employment, the benefits, if any,
1530 which accrue to the University by virtue of placing the employee on such leave, and other appropriate
1531 factors.

1532
1533 17.5 Holidays.

1534 A. An employee shall be entitled to observe all official holidays designated as holidays by

1559 up to six (6) months in accordance with the provisions of Article 17.7 below, for a birth or adoption of the
1560 employee's child. If an eligible employee elects to take Parental Leave, up to four hundred and eighty
1561 (480) hours of such leave may be counted against that employee's FMLA entitlement.

C.

1712 be made in lump sum and shall not be used in determining the average final compensation
1713 of an employee in any state administered retirement system. An employee shall not be carried
1714 on the payroll beyond the last official day of employment, except that an employee who is unable
1715 to perform duties because of a disability may be continued on the payroll until all accrued sick leave
1716 is exhausted.

1717 e. In the event of the death of an employee appointed before January 1, 2014, and
1718 with ten (10) or more years of University service, payment of sick leave accrued at the time of
1719 death shall be made to the employee's beneficiary, estate, or as provided by law.

1720 (6). Sick Leave Buy-Back.

1721 The University will develop a voluntary program for employees with vested sick leave benefits to
1722 receive a one-time cash payment in exchange for non-payment of accrued sick leave upon leaving
1723 University employment. Employees who enter the program will continue to accrue sick leave for use

1969 to holiday pay.
E.

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(4). The Division of Patents and Licensing shall inform the employee of the University's decision regarding the University's interest in the invention within a reasonable time, not to exceed 135 days from the date of the disclosure to the Division.

- 2169 B. The employee may engage in such outside activity pending a resolution of the matter
2170 pursuant to Article 19.5(A) above.
- C.

2224

20.4

names from the Arbitration Panel list until one name remains. The right of the first

2385 The party desiring a transcript of the arbitration proceedings shall provide written notice to the
2386 other party of its intention to have a transcript of the arbitration made at least one week prior to
2387 the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a
2388 court reporter to record the proceedings and shall be solely responsible for the appearance fees
2389 of the court reporter and the cost of any transcripts of the proceedings which that party may
2390 order. The requesting party shall, at its expense, photocopy the copy of the transcript received
2391 from the reporter and deliver the photocopy to the other party within five days after receiving
2392 the copy of the transcript from the reporter.

2393 (9). Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each
2394 case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30)

2495
2496 22.1 Professional Development Leave.
2497 A. Policy. Professional development leave shall be made available to employees who meet the

financial assistance is received in the form of salary, the university salary shall normally be

2597 (2). Sabbaticals at half-pay shall be granted unless the University has determined that the
2598 conditions set forth in this Section have not been met or that departmental/unit staffing considerations
2599 preclude such sabbatical from being granted. In this latter instance, the employee shall be provided the
2600 sabbatical the following year, or at a later time as agreed to by the employee and the University. The
2601 period of postponement shall be credited for eligibility for a subsequent sabbatical.

2602 (3). Applications for one semester at full-pay sabbaticals must be evaluated and graded by the
2603 faculty Sabbatical Committee on the quality of the research proposal. If the applicant has had a prior
2604 one semester at full-pay sabbatical, then the current application must show what was produced during
2605 the prior sabbatical and its benefits to the University and the employee. If there are more applicants
2606 for one (1) semester sabbaticals at full-pay than available sabbaticals, the committee shall rank the
2607 applicants. The committee shall be elected by and from among in-unit employees who have met the
2608 initial first six years of eligibility for sabbatical leave as specified in Article 22.3(C) above. The
2609 committee chairperson shall be selected by the President or representative. The committee, in ranking
2610 the applicants, shall consider the benefits of the proposed program to the employee, the University
2611 and the profession; an equitable distribution of sabbaticals among colleges, divisions, schools,
2612 departments, and disciplines within the University; the length of time since the employee was relieved
2613 of teaching duties for the purpose of research and other scholarly activities; and length of service since
2614 previous sabbatical or initial appointment. The committee shall submit ranked lists of recommended
2615 employees to the President or representative. The President or representative shall make
2616 appointments from the lists and consult with the committee prior to an appointment that does not follow
2617 the committee's rankings.

2650 of the employee's university salary. Faculty on one-half pay sabbaticals may receive salary
2651 from University grants or contracts at a level that would make total compensation no
2652 greater than the faculty member's full-time salary rate for the sabbatical period. In order for
2653 the faculty member to use grant or contract funds through the University to supplement
2654 salary while on sabbatical leave the following conditions must be met: (1) the nature of the
2655 grant/contract activity must be congruent with the proposed sabbatical activities and
2656 participation in the grant/contract activities must contribute to the accomplishment of the
2657 sabbatical objectives; (2) the granting/contracting agency must allow for such an
2658 arrangement; (3) gross salary drawn from the grant/contract during the sabbatical period
2659 cannot exceed one-half of the faculty member's gross USF salary for those on half-pay
2660 sabbaticals; (4) the faculty member must be named in the grant/contract and appear as a
2661 budgeted salary line item; and (5) the faculty member must submit a signed statement from
2662 the faculty member's chair/director or campus chief executive officer verifying that the
2663 above conditions have been satisfied, either as part of the sabbatical application or prior to
2664 taking the sabbatical as appropriate. If financial assistance is received in the form of salary,
2665 the University salary shall normally be reduced by the amount necessary to bring the total
2666 income of the sabbatical period to a level comparable to the employee's current year salary

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Using the most recent annual evaluation, each employee's numerical score in each area of assigned activity (the average of the peer committee's rating, if applicable, and the supervisor's

2764 funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules
2765 of the funding agency, and adequate funds are available for this purpose in the contract or grant.
2766

2767 23.4 Type of Payment for Assigned Duties.
2768

2769 Employees shall be paid from salary dollars for all assigned duties up to the established FTE on the
2770 position and from OPS dollars for assigned duties in excess of the established FTE on the position.
2771 Employees on 9-month appointments shall be paid during the Summer Terms, if appointed, from salary
2772 dollars up to 1.0 FTE if appointed in the home department/unit. Appointments in excess of 1.0 FTE shall
2773 be paid from OPS dollars. Employees may be paid from OPS dollars for assignments outside employees'
2774 home departments/units and for work on USF funded internal grant programs.
2775

2776 23.4.23.5 Salary Adjustments.
2777

2778 A. The University shall retain the authority to make salary adjustments for employees ~~based on the~~
2779 ~~published guidelines of the University in effect as of August 7, 2004,~~ for extra compensation and verified
2780 counteroffers and to make salary adjustments for market equity, including compression/inversion. Also,
2781 the University shall retain the authority to enter into financial settlements with employees in the settlement
2782 of grievances and lawsuits and other disputes. There is no total annual limit on the expenditures in the
2783 ~~above~~ cases listed ~~in 23.5 above~~. In addition, the University retains the authority to make salary
2784 adjustments and to provide cash bonuses for special achievements and to develop and implement plans
2785 to provide additional base salary or lump sum increases for excellence in research, teaching, service and
2786 other assigned duties so long as the total expenditures do not exceed 1.0% of the August 7, ~~2016,~~ in-unit
2787 employee salary base ~~of the year adjustments are made; 1.0% of the August 7, 2017, in-unit employee~~
2788 ~~salary base; and 1.0% of the August 7, 2018, in-unit employee salary base.~~ In addition, any remaining
2789 discretionary expenditure authority based on the ~~August 7, 2016, 2017, and 2018 prior~~ in-unit salary base
2790 shall be added to the 1.0% discretionary base described above.

2791 B. Employees in the College of Nursing who are participants in any practice plan or group developed by the
2792 College will be eligible to receive bonuses or additional types of extra compensation paid entirely from
2793 clinical revenue. Payments made from clinical revenue are not subject to any caps outlined in this
2794 Agreement.
2795

2820 contingent upon positive funding of the University's Legislative Budget Request (LBR) as compared to
2821 the level funded in 2021-2022, and 2022-23, respectively. The increases for 2017-2018 and 2018-19
2822 contained in this article are contingent upon no reduction in the University's Performance Based Funding
2823 ("PBF") as compared to the level of PBF on August 1, 2016. To avoid confusion, the PBF Model was
2824 approved at the January 2014 Board of Governor's Meeting. The model includes 10 metrics that evaluate
2825 Florida institutions on a range of issues. PBF levels will be calculated on August 1 in each year of the
contract f1

2923

24.6(B)(3)d below.

c.

3083 notice from the employee to the University, and to the UFF revoking that employee's prior deduction
3084 authorization, or (b) the transfer of the authorizing employee out of the bargaining unit. (c) Consistent with
3085 the provisions of Article 8.5, the University shall notify UFF when it proposes to reclassify an employee to
3086 a classification which is not contained in the General Faculty bargaining unit.

3087
3088 25.4 Reinstatement of Deduction. For employees who have previously filed authorization for dues
3089 deduction and are in leave without pay status, the University shall reinstate dues deductions upon return
3090 to salaried employment in the bargaining unit position. (Note: UFF and USF agree that if a phased
3091 retirement program is negotiated they will add a reference to that program in this section of the contract
3092 agreeing to reinstate dues upon re-employment during phased retirement)

3093
3094 25.5 Indemnification. The UFF assumes responsibility for (1) all claims against the University, including
3095 the cost of defending such actions, arising from their compliance with this Article, and for (2) all monies
3096 deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the University
3097 excess monies received under this Article.

3098
3099 25.6 Exceptions. The University will not deduct any UFF fines, penalties, or special assessments from
3100 the pay of any employee, nor is the University obligated to provide more than one payroll deduction field
3101 for the purpose of making the deductions described in this Article.

3102
3103 25.7 Termination of Agreement. The University's responsibilities under this Article shall terminate
3104 automatically upon (1) decertification of the UFF or the suspension or revocation of its certification by the
3105 Florida Public Employees Relations Commission, or (2) revocation of the UFF's deduction privilege by the
3106 Florida Public Employees Relations Commission.

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Article 26 - Maintenance of Benefits

26.1

3138 document, and shall provide the website address to new employees hired in an in-unit classification upon
3139 hiring. The University shall provide 2000 copies of the Agreement for the use of UFF. The copies of the
3140 Agreement shall be provided in one-color compact disc (CD) format, with paper envelope. The University
3141 shall order and pay for such CD's and the UFF shall distribute them. If the employee does not receive the

3193 address those affected employees. This Agreement supersedes the parties 201~~65~~-201~~97~~ Agreement.
3194

3195 29.2 Amendments. In the event the University and the UFF negotiate a mutually acceptable amendment
3196 to this Agreement, such amendment shall be put in writing and become part of this Agreement upon
3197 ratification by both parties.
3198

3199 29.3 Renegotiations for a successor agreement shall begin no later than ~~October 1, 2018~~March 15, 2024.
3200

3201 Article 30 - Definitions 3202 3203

3204 As used in this Agreement, the term:

3205
3206 -- "academic year" means a period consisting of a fall and spring semester of approximately 39
3207 contiguous weeks.
3208

3209 -- "bargaining unit" means those employees, collectively, represented for collective bargaining purposes
3210 by the UFF pursuant to the certification of the Florida Public Employees Relations Commission dated May
3211 15, 2003, wherein the Commission adopted the bargaining unit agreed to by the University and UFF.
3212

3213 -- "Board," or " Board of Trustees" means the body established by sections 1001.71-1001.74, Florida
3214 Statutes, responsible for governing the University of South Florida.
3215

3216 -- "break in service" means those absences following which the employee is treated as a new employee
3217 for purposes of computing seniority and years of service.
3218

3219 -- "college/unit" means a college or a comparable administrative unit generally equivalent in size and
3220 character to a college.
3221

3222 -- "continuous service" means employment uninterrupted by a break in service. For academic year
3223 employees, one year of continuous service is equivalent to the academic year employment period
3224 consisting of a fall and spring semester of approximately 39 contiguous weeks.
3225

3226 -- "days" means calendar days.
3227

3228 -- "department/unit" means a department or a comparable administrative unit generally equivalent in size
3229 and character to a department.
3230

3231 -- "employee" means a member of the bargaining unit.
3232

3233 -- "equitable" means fair and reasonable under the circumstances.
3234

3235 -- "months" means calendar months.
3236

3237 -- "number": The singular includes the plural.
3238

3239 -- "principal place of employment" means the campus location or other university site specified on the
3240 employee's standard employment contract.
3241

3242 -- "semester" means one of the two approximately 19.5 week periods which together constitute the
3243 academic year.
3244

3245 -- "supervisor" means an individual identified by the President or representative as having immediate
3246 administrative authority over bargaining unit employees.
3247

3248 -- "SUS" or "State University System" means the system of institutions and agencies within the jurisdiction
3249 of the Board of Governors.
3250

- 3251 -- "UFF" means United Faculty of Florida.
3252
3253 -- "University" means the University of South Florida acting through the President and its staff.
3254
3255 -- "year" means a period of twelve (12) consecutive months.

3256 Article 31 - Totality of Agreement
3257

3258 31.1 Limitation. The parties acknowledge that during the negotiations which resulted in the Agreement,
3259 the University and the UFF had the unlimited right and opportunity to present demands and proposals
3260 with respect to any and all matters lawfully subject to collective bargaining, and that all of the
3261 understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall
3262 constitute the entire and sole Agreement between the parties for its duration.

3263
3264 31.2 No Obligation to Bargain. The University and the UFF, during the term of this Agreement,
3265 voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain
3266 collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement,
3267 even though such subject or matter may not have been within the knowledge or contemplation of the
parties at the time they negotiated or sigt ht34.4(a)-69(e)-660.7(b6.3(")-42m3l)-412.(JTJ ET Q q 69(e)(h)-10.2(e)]TJBT 02.8

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3276

SIGNATURE PAGE

IN WITNESS THEREOF, the parties have set their signatures this 17th

Appendix A

Position Classifications in the Bargaining Unit

3311
3312
3313
3314 All employees in the following position classifications holding regular, visiting, provisional, research,
3315 affiliate, or joint appointments are included in the bargaining unit:

- 3316 9001 - Professor
- 3317 9002 - Associate Professor
- 3318 9003 - Assistant Professor
- 3319 9004 - Instructor
- 3320 9005 - Lecturer
- 3321 9006 - Graduate Research Professor
- 3322 9007 - Distinguished Service Professor
- 3323 9009 - Eminent Scholar
- 3324 9016 - University School Professor
- 3325 9017 - University School Associate Professor
- 3326 9018 - University School Assistant Professor
- 3327 9019 - University School Instructor

17-6(i)5.1(t)-23.2(y)35(v)49(e)216(L)169(ho)3.9(h)5(d)6 g /F1 116.39 439.07 Tm [(1797(o)1.8(r))TJ2C3439.m [(17-

Appendix B
United Faculty of Florida
UFF Dues Check-Off Authorization Form

I hereby, _____, authorize the University of South Florida to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven days from the date this authorization is received by the University, membership dues 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 and certified in writing to the University by the UFF, and I direct that the sum so deducted be paid over to the UFF.

UFF dues payments are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The above deduction authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Human Resources Office, and to UFF, or (2) my transfer or promotion out of this bargaining unit. Unless this Dues Check-off Authorization is revoked in the manner heretofore stated, this authorization shall remain in full force and effect in accordance with the provisions of Section 447.007 Florida Statute.

Effective Date

Employee ID's Signature

Signature Social Security Number _____

Name-printed

Department Address

Apartment/Unit No.

Campus

Department

Effective date is later than above: _____

Email Address: _____

Please return to your Chapter Treasurer or UFF State Office, 118 N. Monroe Street, Tallahassee, Florida 32301.

3414 Please PRINT complete information where necessary.

3415
3416 Check One

3417
3418 ~~Dr.~~ ~~Mr.~~

3419
3420 _____
3421 ~~Social Security Number~~ ~~Ms.~~ ~~Mrs.~~ _____ Last Name, First Name

3422
3423
3424 _____
3425 Home Address

3426 _____
3427 Campus Address Department

3428
3429 _____
3430 City, State, Zip Code Office Phone Home Phone

3431

3432 Please enroll me as a member of the United Faculty of Florida (UFF).

3433
3434 All UFF members are also members of the Florida Education Association, National Education
3435 Association, American Federation of Teachers and the AFL-CIO.

3436
3437 UFF dues are 1 percent of total salary* for members for which the United Faculty of Florida is the
3438 bargaining agent. If UFF dues payments are not tax deductible as charitable contributions for Federal
3439 income tax purposes. However, they may be tax deductible under other provisions of the Internal
3440 Revenue Code.

3441
3442 *Total salary for purposes of dues deductions includes any money received by the employee for in-unit
3443 work. If insufficient funds remain after mandatory deductions, the University has no obligation to process
3444 dues deductions.

3445
3446 _____
3447 Signature of Member Date

3449 Return your completed membership form to your Chapter Treasurer or UFF State Office, 118 N. Monroe
3450 Street, Tallahassee, Florida 32301.

3451

3502

3503 III. Authorization

3504 I will be represented in this grievance by: (check one - representative must sign on appropriate line):

3505 UFF

~~3506~~ Legal Counsel

~~3508~~
~~3509~~ Myself

~~3510~~

3563
3564

Appendix E
University of South Florida
2014-2015 _____

Appendix F

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

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3589
3590

3591 H.1 Exclusive Method

3592 The University of South Florida and the United Faculty of Florida agree to the following procedure as
3593 the exclusive method of resolving disputes under Article 9.3, of the Agreement which allege that
3594 an employee's assignment has been imposed arbitrarily or unreasonably.

3595 An employee who alleges that the assignment has been imposed arbitrarily or unreasonably may file
3596 a grievance under Article 20 of the USF/UFF Agreement only to enforce the exclusive Assignment
3597 Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether an

3637 If consultation with the Dean or appropriate administrator does not resolve the matter, the UFF
3638 representative may file, within ~~four (4)~~seven (7) days of that meeting, Part 3 of the ADR Form (with
3639 supporting documentation) with the President's representative, indicating an intention to submit the
3640 dispute to a Neutral Umpire.

3641 Within seven (7) days of receipt of the ~~completed~~ ADR Form with parts 1, 2, and 3 completed and other
3642 documentation, the President's representative may place a written explanation, brief statement of
3643 the University's position, a list of expected witnesses, and other relevant documentation in the
3644 employee's ADR File. As soon as practicable thereafter, a copy of all documents placed in the
3645 employee's ADR File shall be presented to the UFF representative, who shall place a list of the
3646 employee's expected witnesses into the file. During these seven (7) days, At the time that the
3647 completed ADR Form is submitted to the President's representative and, the UFF representative
3648 shall schedule a meeting with the President's representative meet for the purpose of selecting a Neutral
3649 Umpire from the Neutral Umpire Panel. This meeting shall be scheduled for no later than seven
3650 (7) days after filing of the completed ADR Form. Selection of the Neutral Umpire shall be by mutual
3651 agreement or by alternatively striking names from the Neutral Umpire Panel list until one name
3652 remains. The right of first choice to strike from the list shall be determined by the toss of a coin. The right
3653 to strike first shall alternate in any subsequent Neutral Umpire selection.

3654 The President's representative shall contact the selected Umpire no later than three (3) days following
3655 the selection. Should the Umpire selected be unable to serve, the President's representative shall
3656 contact the UFF representative as soon as practicable and schedule another selection meeting.

3657 Upon the agreement of the Neutral Umpire to participate, the President's representative shall provide
3658 the Umpire with the employee's ADR File.

3659 The ADR Meeting shall be scheduled as soon as practicable after the Neutral Umpire has received
3660 the employee's ADR File. The President's representative shall notify the UFF representative of the time
3661 and place of the ADR Meeting no later than forty-eight (48) hours prior to it being convened.

3662 No person concerned with or involved in the assignment dispute shall attempt to lobby or otherwise
3663 influence the decision of the Umpire.

3664 The ADR Meeting shall be conducted as follows:

- 3687 (2). an ability to serve as Neutral Umpire on short notice;
3688 (3). a willingness to serve on the Panel for one academic year;
3689 and (4). acceptability to both the University and the UFF.

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Appendix G

Memorandum of Understanding - Article 14 – Promotions

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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;

WHEREAS, the parties are currently engaged in collective bargaining negotiations;

WHEREAS, the parties desire to implement instructor promotion reviews without waiving future rights to

3765 Exclusive Assignment Dispute Resolution Form

3766 PART 1A: Statement of Dispute

3767
3768

| | |
|----------------------|------------------------------|
| Employee's Name | Department |
| Employee's Address | Person Making Assignment |
| Date Assignment Made | Beginning Date of Assignment |

3769 I believe the assignment was arbitrarily or unreasonably imposed because:

3770
3771
~~3772~~
3773
3774
~~3775~~
3776
~~3777~~
~~3778~~
~~3779~~

3782 Employee's Signature _____ UFF Representative's Signature _____

