Collective Bargaining Agreement

Between the University of South Florida Board of Trustees and

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- 1.2 Exclusions. This Agreement specifically excludes persons in positions designated with managerial, confidential, temporary or emergency status, and all persons paid from Other Personal Services (OPS) funds.
- 1.3 Positions or Classes -- Unit Designation.
- A. When a position is included in a bargaining unit, and the University determines that the position should be excluded from the unit due to its managerial or confidential status, the University shall notify the local AFSCME president of such determination. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the position, it may request that the Florida Public Employees Relation Commission resolve the dispute of unit placement.
- B. When the University establishes a new Staff classification or revises an existing classification so that its bargaining unit designation is changed, the University shall notify AFSCME regarding the bargaining unit status of the class. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the class, it may request that the Florida Public Employees Relations Commission resolve the dispute through unit clarification proceedings.

Article 2

Definitions

The terms used in this Agreement are defined as follows:

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CHÀÓ[æå+Á ^æ)•ÁœÁN}ãç^¦•ãcÁ;ÁÚ[čœÁØ[¦ãåæÁÓ[æåÁ;ÁV¦č•c^^•ÁæÁ°æà|ã @åÁ§Á Florida Statutes Title XLVIII, Chapter 1001.72.

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reasons, except as abridged or modified by the express provisions of this Agreement provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

Article 4

Nondiscrimination

- 4.1 Each employee has the right to a work environment free from unlawful discrimination and harassment. The University and AFSCME shall not discriminate against or harass any employee based upon race, color, sex, religion, national origin, age, veteran status, disability, sexual orientation, marital status, or genetic information nor shall the University or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, Florida Statutes.
- A. Definition of Sexual Harassment. Sexual harassment in the employment context means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a terp S- r c andit4p S-is

local AFSCME President, unless there have been no changes in the list from the preceding year.

5.3 Representative Access.

- A. Representatives of AFSCME shall have access to the premises of the University in accordance with policies regarding public access to State property.
- B. Stewards/AFSCME Employee Representatives, Local AFSCME President, and AFSCME Staff Representatives may request access to premises not available to the public under University policies. Such requests shall indicate the premises to be visited, the employees with whom the representative wishes to speak, the grievance being investigated, and the approximate length of time the representative will require such access. Permission for such access for the purpose of investigating an employee's grievance shall not be unreasonably denied and such access and investigation shall not impede University operations.
- C. AFSCME shall have the right to use University facilities for meetings on the same basis as they are available to other university-related organizations.
- D. The University may establish an account into which AFSCME may deposit funds that would be used to reimburse the University for services provided.

or which constitutes election campaign material for or against any person or organization or faction thereof, except that election material relating to AFSCME elections may be posted on such boards.

- C. Posting must be dated and approved by the local AFSCME President.
- 5.6 Regulations and Agendas.
 - A. The University shall provide AFSCME with a copy of the following documents:
 - 1. Agendas and minutes of the meetings of the Board of Trustees; and
 - 2. University regulations
- B. The University shall also provide AFSCME a computer account for purposes of accessing data in GEMS reflecting the annual salary increases provided to employees. Costs associated with AFSCME's use of such data shall be borne by AFSCME consistent with the costs charged others using GEMS.
- C. The University shall provide the Local AFSCME President with a copy of its personnel regulations.
- D. At least thirty (30) days prior to the adoption or amendment of any university personnel regulation which will change the terms and conditions of employment for employees, the University will provide notice to AFSCME of its intended action, including a copy of the proposed regulation, a brief explanation of the purpose and effect of the proposed regulation, and the name of a person at the University to whom AFSCME may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation under the Board of Governors Regulation Development Procedure.) AFSCME may provide written comments, concerns, or suggested revisions to the University contact person within 10 days of receipt of the notice. The University will consider and respond in writing to the comments, concerns, and suggestions of AFSCME within 10 days of their receipt by the University; such response will include the reasons for rejecting any suggested revisions. AFSCME may also use the consultation process described in Section 5.7 to discuss the proposed revisions to a university personnel regulation, however, AFSCME must request such consultation within 10 days of receipt of notice of the proposed regulation revision.

5.7 Consultation.

A. Consultation with Chief Administrative Officer. The Chief Administrative Officer shall meet with local AFSCME representatives to discuss matters pertinent to the implementation or administration of this Agreement, university actions affecting terms and conditions of employment unique to the University, or any other mutually agreeable matters. The meetings shall be held on a mutually convenient date. The party requesting consultation shall submit a written list of agenda items one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand

and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement, however, such meetings shall not constitute or be used for the purpose of collective bargaining. When AFSCME is the

reach agreement with the

written documentation of receipt or by certified mail, return receipt requested, or by another method mutually agreed upon in writing.

2. Where practicable, the Management Representative shall make available to the grievant or grievant's AFSCME Representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision,

- 3. Selection of Arbitrator.
- a. Y ã 🎉 Á HÉ Á à ê Á · ÁW ã r ã c q Á · & ā o Á · Áæ ã · | · Áæ å Á ! [] · ! Á request for arbitration, the parties will either mutually agree to an arbitrator or jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, who are current members of the National Academy of Arbitrators, for resolution of the grievance. Any filing fee will be shared by the parties.
- b. Within fourteen (14) days of the receipt of the Panel list, the parties will alternately strike an equal number of names until only one arbitrator remains. The remaining arbitrator will be the chosen arbitrator to hear the case. If the issue to be heard is a discipline case, the University will strike the first name. If the issue to be heard is over the interpretation and application of the agreement (non-disciplinary), AFSCME or the Grievant shall strike the first name.
- 4. Arbitration hearings shall be held at times and locations agreed to by the University and AFSCME, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration shall be held in the city of the campus where the employee works.
- 5. Arbitrability. Where applicable, 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).

6.

contribute to the mission and purpose of the USF System when taking into account the $^{\{ \} [^^q A^{\ } \ ^d A^{\ }] } d^{\ }$

- B. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitutes an area, program, or other level of organization at the University.
- C. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid off employees within the University.
- D. The notice to the employee of layoff shall include the effective date of layoff, the reason for layoff, a statement of recall rights and any appeal/grievance rights, including applicable filing deadlines.
- E. Consistent with the procedul $^{\cdot}$ $\stackrel{\cdot}{A}$ $^{\cdot}$ $\stackrel{\cdot}{C}$ $\stackrel{\cdot}{A}$ $\stackrel{\cdot}{A}$

8.2 Designation of Layoff Unit

The layoff unit may be at an organizational level such as a campus, division, college,

- i. One point is granted for each month of continuous employment as Staff (formerly USPS) and includes service in the Career Service if employed in the State University System (SUS) on or before June 30, 1986.
- ii. One point is granted for each month of employment when the employee was meeting performance standards (e.g., Satisfactory, Meets Performance Standards, Effective, or Achieves), 1 ½ points are granted for each month of employment when the employee had an overall rating of Above Satisfactory or Commendable, and two points are granted for each month of employment when the employee had overall performance ratings at the exemplary level (e.g., Exemplary, Outstanding, Exceeds).
- iii. Any period of leave for active military service in accordance with Chapter 115, F.S., counts as continuous employment and is considered at the same level of performance as when the employee was previously evaluated.
- iv. Any period of employment prior to July 1, 1996, not covered by an evaluation is conlg0.0.00000912 3conlg0.0.00000912 3cocos sdth Jup mier(n)-3(u)-3(p)-5(e)-3(r)13(f)-11(o)-3(r)

C. If an employee applied for the position but was not selected, that employee may file a grievance under Article 6. The only issue to be addressed by such grievance is whether the University exercised its judgment in an arbitrary and capricious manner.

Article 11

Classification Review

- 11.1 Classification Changes. When the University determines that a revision of a class specification for positions covered by this agreement is needed, and such revision affects the collective bargaining unit designation, it shall notify AFSCME in writing of the proposed change. AFSCME shall notify the University, in writing, within twenty one (21) days of receipt of the proposed changes, of any comments it has concerning the proposed changes and/or of its desire to schedule a consultation to discuss the proposed changes.
- 11.2 Position Description. Each position shall have an accurate position description. Employees shall be given an opportunity to review and receive a copy of their position description.
- 11.3 Work in a Higher Classification. An employee who is designated by the appropriate supervisor to perform temporarily a major portion of duties of a position in a higher classification than the employee's current classification shall be eligible for a pay increase for the period of time such duties are assigned, provided that such duties are performed for a period of more than twenty-two (22) workdays within any six (6) consecutive months.
- 11.4 Review of Assigned Duties. When an employee alleges that regularly assigned duties constituting a significant portion of the employee's work time are duties not included in the employee's position description or the class specification to which the position is assigned, the employee may request a classification review by Human Resources, who shall render their decision within thirty (30) days. If the classification review meeting results in a reclassification, any pay adjustment shall be effective on the date of that decision. Shortage of funds shall not be used as the basis for refusing to reclassify the position.

Article 12

Personnel Records

12.1 Use of Personnel Files.

A. There shall be only one official personnel file for each employee, which shall be maintained in the central Human Resources Office of the University unless a different location is approved by the Chief Administrative Officer. Duplicate personnel files may be established and maintained within the University. Such duplicate personnel

- 13.2 Safety Committee. The AFSCME local union president will appoint one employee to serve on the University-wide safety committee.
- 13.3 Employee Health and Safety.
- A. When the University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

responsible for the timely evaluation of the employee.

B. The employee shall be provided with information regarding the basis of the evaluation and shall, upon written request, be provided a copy of any documents which were considered in completing the evaluation.

C.

B. An employee with regular (permanent) status in the class who is demoted or dismissed for an evaluation of not meeting performance standards may grieve the demotion or dismissal pursuant to the provisions of Section 7.3A.

14.4 Performance Standards.

A. Performance standards and expectations should be clearly communicated to an employee at the time of the appointment to the position and as they change thereafter. Such performance standards and expectations shall not be subject to Article 6, Grievance.

Article 15

Hours of Work

15.1 Workday/Workweek.

- A. The normal workweek for each full-time employee shall be forty (40) hours.
- B. The University retains the right to schedule its employees; however, the University will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

15.2 Overtime.

- A. The University is responsible for arranging the work schedule to minimize overtime. The assignment of overtime shall not be made on the basis of favoritism.
- B. Work beyond the normal workweek shall be recognized in accordance with the provisions of University Regulation 10.203 and the Fair Labor Standards Act.
- C. Upon agreement of the employee and the University, non-exempt employees shall receive either compensatory leave or cash payment for overtime. If agreement cannot be reached, the University shall make cash payment for overtime worked.

15.3 Work Schedules.

A. Where rotations are being made in the employee's regular work schedule, the new shift, workdays, and hours, will be posted no less than twelve (12) days in advance, and will reflect at least a two (2) workweek schedule; however, the University will make a good faith effort to reflect a one (1) month schedule. With prior written notification of at least three (3) workdays to the employee's immediate supervisor,

- B. Where regularly assigned work schedules are rotated, the University will make a good faith effort to equalize scheduled weekend work among employees in the same functional unit whenever this can be accomplished without interfering with efficient operations. When an employee rotates to a different shift, the employee shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment.
- C. When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the employee shall be given a minimum of twelve (12) working day notice, in writing, of the proposed change. Additionally, when the change occurs, the employee shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment.
- D. When making changes in shift assignments, the University may take into consideration appropriate factors, including, but not limited to,

(24) consecutive hours. The employee shall not be eligible for on-call payments in excess of the period for which verbal instructions are appropriate.

16.2 On-

A.

19.6 If an affected employee is laid-off as a result of the University contracting-out their work, such employee may file a grievance under Article 6. The only issue to be addressed by such grievance is whether the University complied with the provisions of this Article.

Article 20

AFSCME Deductions

20.1 Deductions and Remittance.

- C. AFSCME shall notify the University in writing of any changes in its dues at least thirty (30) days prior to the effective date of such change.
- 20.2 Q• ~a&a) oÁJæÁ{ ¦ÁÖ^å &ca{ } ÈÓQÁœÁç^} oÁæ Á {] |[^^^qÁææ^Áæ} å *•Á 㜠Á any pay period are not sufficient to cover dues and other authorized deductions, it will be the responsibility of AFSCME to collect its dues and other authorized deductions for that pay period directly from the employee.
- 20.3 V^\{ ā æā } Ā -ÁÖ^å &ā } ĒV @ ÁN} āç^\•āc q Á^•] [} •āa ājāc Áṭ \Áa^å &ā *Aā ^• Ás à å óther authorized deductions shall terminate automatically upon either: (1) thirty (30) åæ• Ā | āc *Ā | [Ás@ ÁN {] | [^^^Át Ás@ ÁN āç^\•āc q ÁP { a) ÁÜ^•[` \&^• ÁU ~ã&^Á

- 20.4 Indemnification. AFSCME shall indemnify, defend, and hold the Board, University, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Board, University, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the University any funds received in accordance with this Article which are in excess of the amount of deductions which the University has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the University within one hundred and twenty (120) days of the occurrence.
- 20.5 Exceptions. The University will not deduct any AFSCME fines, penalties, or special assessments from the pay of any employee.

Article 21

Wages

- 21.1 Wage Adjustments
- A. 2016-2017 Academic Year
- 1. The University will adjust the minimum hourly rate to \$10.54 for bargaining unit employees who, on the date of ratification of the Agreement by the Board of Trustees[)]TJE2(i)-7(II)4(

The adjustment to increasing the hourly minimum rate, or if applicable*, the two percent (2%) increase, shall be granted on the first pay period following the date of ratification by the Board of Trustees.

- * Employees shall not be entitled to both the hourly minimum rate increase and the two percent (2%) increase.
- 4. Proration. Eligible employees appointed less than full time will receive a prorated amount based on their FTE.
- B. 2017-2018 Academic Year.
- 1. The University will provide a two percent (2%) increase to bargaining unit employees who, as of June 30, 2017, meet all of the following criteria:
- a. They do not have an [ç^læ|Áææ] * Á Áæ^å *Á Áæ^å *Á } c-Á } c-Á lÁæð ææ ææ [l^+Á } Á their evaluation of record;
- b. They have been employed by the University in an established position since on or before July 1, 2017, and continuously employed in an established position; and
- c. They do not have an open Performance Improvement Plan.
- 2. Effective Date of Increase. The two percent (2%) increase shall be granted on the first pay period following July 1, 2017 to eligible employees.
- 3. Proration. Eligible employees appointed less than full time will receive a prorated amount based on their FTE.
- C. 2018-2019 Academic Year.
- 1. The University will provide a two percent (2%) increase to bargaining unit employees who, as of June 30, 2018, meet all of the following criteria:

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- b. They have been employed by the University in an established position since on or before July 1, 2018, and continuously employed in an established position;
- c. They do not have an open Performance Improvement Plan; and

2. Effective Date of Increase. The two percent (2%) increase shall be granted on the

obligations of the State; or engage in any other activities which are prohibited in Section 447.505, Florida Statutes.

B. AFSCME agrees to notify all of its local offices and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. AFSCME further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

23.2 Remedies.

A. The University may discharge or discipline any employee who violates the provisions of this Article and AFSCME shall not use the Grievance Procedure on such ^{] | ^^q \& @ \ (20 \) \ (20 \) \ (20 \) \ (20 \) \ (20 \) \ (20 \) \ (20 \) \ (20 \) \ (20 \)

not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

25.3 Modifications. Nothing herein shall preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

Article 26

Savings Clause

26.1 If any provision of this Agreement is in conflict with State or federal laws or regulations by reason of any court action or existing or subsequently enacted legislation, or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement fails to

- 30.3 Where advisory committees are used to recommend the selection of uniforms, at least one employee from the division and/or department that will be required to wear the uniform will serve on that advisory committee.
- 30.4 Employees reserve the right to opt for an approved alternative fabric for the uniform selected, if available. If there is a difference in cost between the selected fabric and an approved alternative fabric, the employee will be responsible for the difference in costs.
- 30.5 Required uniforms will be replaced at no cost to the employee, except as noted in Section 30.4 of this article, in accordance with a regular schedule determined by the University. When the University determines that uniforms need repair or replacement, such repair or replacement will be at no cost to the employee, except as noted in this article, as long as there is no evidence of negligence or misuse. Requests for replacement or repair of uniforms should be addressed in a timely fashion and not unreasonably denied.
- 30.7 University-issued uniforms will be worn only when performing University-approved services and when executing assigned job duties. Employees are allowed to wear uniforms during normal commute to and from work, rest periods and lunch breaks. Employees may also wear uniforms while attending sanctioned on-campus events/classes.

IN WITNESS THEREOF, the parties has 2016.	ve set their signature this day of
FOR THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES	AFSCME
Judy Genshaft President	Hector Ramos Chief Negotiator/Regional Director
John Dickinson Chief Negotiator	Susie Shannon President
John Dickinson Kofi Glover Liz Gierbolini Donna Keener Angela Mason Denelta Adderly-Henry	Hector Ramos Susan Shannon Michael D. Williams Maria Peas Darlene Corcoran Tom Kaenratu Robert Chapman

Appendix A

4326	Employment Specialist
1111	Enrollment Management Assistant
4274	Enrollment Management Specialist
1414	Environ Health & Safety Specialist

5518	Medical Assistant
2198	Medical Education Program Specialist
5666	Medical Records Specialist
5032	Medical Technician
5602	Medical Technologist
3202	Mover
2053	Network & Server Support Specialist
4300	Office Equipment Technician
0716	Office Manager
4753	Operations Technician
5576	Ophthalmic Photographer
6426	Painter
8401	Parking Enforcement Specialist
4358	-

4763 4713	Senior Intellectual Property Specialist Senior Laboratory Animal Technician
8402	Senior Parking Enforcement Specialist
0815	Senior Purchasing Agent
3198	Senior Research Machinist
0921	Senior Shipping & Receiving Clerk
5598	Senior Licensed Practical Nurse
2201	Staff Assistant
2199	Student Services Program Specialist
4282	Teaching Laboratory Specialist
2035	Telecom Technical Specialist
0261	Telephone System Operator
2211	Test Item Banker
3783	Traffic Specialist
1110	Training Support Specialist
6367	Transit Bus Driver
4371	Unit HR Coordinator
2054	User Applications Specialist
6540	Vehicle & Equipment Mechanic
6545	Vehicle Field Inspector
6584	Voice & Data Communication Specialist

Appendix B

American Federation of State, County, and Municipal Employees AFSCME Dues Authorization Form

I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received by the University membership dues and other authorized deductions of the American



I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received by the University contributions to the AFSCME political action fund (PEOPLE) in the amount of ______, and I direct that the sum so deducted be paid over to AFSCME. Such deductions are voluntary and do not represent Board or University support of the objectives or actions of the fund.

This grievance was received and filed with the University by (CHECK ONE): Mail (CIRCLE ONE: certified, registered, restricted delivery, return re requested); OR PERSONAL DELIVERY. Personal Delivery requires signature of recipient.		
Received by	Date	

University of South Florida Board of Trustees - AFSCME

Appendix C

Grievance

GRIEVANT NAME:
CAMPUS:
DEPT/DIV:
OFFICE PHONE:
STEWARD/AFSCME EMPLOYEE REPRESENTATIVE NAME:
CAMPUS:
DEPT/ DIV:
OFFICE PHONE:
OFFICE ADDRESS:

All university communications shall go to the Steward/AFSCME Employee Representative at the above address.

University of South Florida Board of Trustees - AFSCME	

Appendix D

Request for Review of Step 1 Decision

GRIEVANT	
NAME:	
CAMPUS:	
DEPT/DIV:	
OFFICE PHONE:	
AFSCME STAFF	
REPRESENTATIVE NAME:	
CAMPUS:	
DEPT/ DIV:	
OFFICE PHONE:	
OFFICE ADDRESS:	
All university communications should go to the grievant's A at the above address.	AFSCME Staff Representative
DATE OF STEP 1 DECISION:	

The Step 2 decision shall be transmitted to grievant's AFSCME Staff Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested, or by another method mutually agreed upon in writing.

University of South Florida Board of Trustees - AFSCME

Appendix E

Notice of Arbitration

Grievant (if not repr	eration of State, County, a resented by AFSCME) he ction with the decision of	reby gives notice of	fintent to proceed to	
Relations dated	and receiv	ved by the Presiden	t of Council 79/Grievant	
on	_ in this grievance of:	·		
NAME:				
BOT FILE NO:				
The following stater	ment of issue(s) before th	e Arbitrator is propo	osed:	
		ı		
Signature of AFSCI	ME Representative or t of	 BT/F& TmoBT/F& Tr	 moBT.3(_)(OT)tatiM(M)3	5ec(tunS9(ta

Appendix E (Continued)

I hereby authorize AFSCME to proceed to arbitration with my grievance. I also authorize AFSCME and the Board of Trustees or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

Signature of Grievant(s) (if represented by AFSCME) Date

(This request for arbitration will not be processed unless signed by grievant.)

This notice should be sent to:

OFFICE OF GENERAL COUNSEL UNIVERSITY OF SOUTH FLORIDA 4202 E. Fowler Avenue, CGS 301 Tampa, FL 33620-4301