

UFF PROPOSAL #1

November 2020

Article 1

Recognition

This article shall remain unchanged except as to changes and modifications referenced below.

- 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 executive 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 the Agreement, for all employees in the bargaining unit described in the certification. Attached as Appendix "A" ~~for information purposes only and not made~~ which shall be a part of the Agreement, is the listing of titles included in the General Faculty bargaining unit.

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Article 1

Recognition

This article shall remain unchanged except as to changes and modifications referenced below.

1.2 University Rules, Policies, Regulations and Resolutions

- A. No existing, new or amended University rule, policy, regulation, or resolution shall apply to employees in the bargaining unit if it is inconsistent with or conflicts with an express term or provision of the Agreement.
- B. The University shall provide to the UFF an advance copy of any proposed rule, policy, regulation or resolution changing a term or condition of employment contained in this Agreement. The University shall provide the advance copy of a proposed rule, policy, regulation, or resolution no later than the date of publication under the provisions of the Administrative Procedure Act. The advance copy of a rule, policy, regulation, or resolution shall be provided to the UFF at least thirty days (30) in advance of its effective date so as to permit the UFF to seek consultation with respect to it. With respect to a rule, policy, regulation or resolution adopted pursuant to the emergency provisions of the Administrative Procedure Act, an advance copy shall be provided to the UFF as far as in advance of its effective date as is feasible under the circumstances.
- C. If the USF Board or a committee of the Board has scheduled public hearings on any Board action that would conflict with an express term of this Agreement, the UFF shall not be denied the opportunity to address the matter.
- D. If any proposed rule, policy, regulation, or resolution would modify an express term of the Agreement, the University shall engage in collective bargaining with respect to the change upon the UFF's request.

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Article 5

Academic Freedom and Responsibility

This article shall remain unchanged except as to changes and modifications referenced below.

5.2 Academic Freedom is the freedom of an employee to discuss all relevant matters in the classroom, to establish criteria, to evaluate, determine and assign grades and other performance indicators and outcomes subject to an established university appeals process, to explore all avenues of scholarship, research and creative expression, to speak freely on all matters of university governance, and to speak, write, or act as an individual, all without institutional discipline or restraint.

UFF PROPOSAL #2

June 2021

Article 6

Nondiscrimination

This article shall remain unchanged except as to changes and modifications referenced below.

6.1 ~~Statement of Intent~~

A. The University and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each employee to work in an environment free from any form of discrimination or harassment. The parties recognize their obligations under federal and state laws and rules and regulations prohibiting discrimination or harassment, including required implementation of affirmative action and equal opportunity programs.

B. The University and the UFF affirm their commitment to equal employment opportunities, diversity, and affirmative action. The implementation of affirmative action programs will require positive actions that will affect terms and conditions of employment and to this end the parties have, in this Agreement and elsewhere, undertaken programs to ensure equitable opportunities for employees to receive salary adjustments, tenure, appointment, evaluations, promotion, sabbaticals, and other benefits of employment. This ~~statement of intent~~ is not shall be subject to Article 20, Grievance Procedure and Arbitration.

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Article 8

Appointment

This article shall remain unchanged except as to changes and modifications referenced below.

8.4 Changes in Appointments and Supplemental Appointments.

E. Summer Appointments Policy.

1. Available Employees shall be offered the first right to supplemental summer appointments for any and all courses offered during any and all summer sessions. The supplemental summer appointments shall be offered equitably and as appropriate to qualified employees, in accordance with written criteria developed by the employees in each unit and approved by the unit chair and college dean, not later than five weeks prior to the beginning of the appointment, if practicable. The written criteria shall be made available in each department/unit on or before March 15th of each calendar year. ~~Employees shall be offered the first right to available supplemental summer instructional appointments, if practicable.~~

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Article 8

Appointment

This article shall remain unchanged except as to changes and modifications referenced below.

8.4 Changes in Appointments and Supplemental Appointments.

E. Summer Appointments Policy.

4b. Independent Study and Directed Reading Courses. During the summer session, supplemental summer appointment is not available for a course with either "independent study," "directed reading," or "directed research" in the title. One exception is if the course targets students who need the course to graduate on time. These exceptions must be approved by the Provost's office.

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Article 8

Appointment

This article shall remain unchanged except as to changes and modifications referenced below.

8.4 I. Fixed Multi-Year Appointments.

h. All other bargaining unit employees on non-tenure track appointments listed and described in Appendix A

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Article 8

Appointment

This article shall remain unchanged except as to changes and modifications referenced below.

8.4 Changes in Appointments and Supplemental Appointments.

J. Continuing Multi-Year Appointments

1. A continuing three (3)-year multi-year appointment (CMYA) ~~may~~ shall be offered in writing to:
 - a. An employee who has been promoted to the rank of Instructor II or Instructor III.
 - b. An employee who has been promoted to the rank of Associate University Librarian or University Librarian.
2. An employee shall have 45 days from receipt of said written offer to accept or decline said offer. Said appointment, if accepted, shall commence at the beginning of the next academic year after said acceptance.
3. Each employee on a continuing three (3)-year multi-year appointment (CMYA) shall be evaluated annually pursuant to Article 10. If an employee receives an overall satisfactory annual evaluation, the employee shall receive a one-year contract extension, thereby maintaining a full three-year appointment cycle. In cases of voluntary resignation, retirement, removal for just cause, or layoff, no contract extension will be given.
4. If an employee receives an "overall unsatisfactory" annual evaluation, the employee shall be placed on one-year probation. No contract extension shall be added to the employee's appointment for the duration of the probationary period. The employee shall be required in consultation with the employee's supervisor to draft and sign a one-year performance improvement plan to address the deficiencies responsible for the overall unsatisfactory rating and to identify specific performance targets for the following academic year. The performance improvement plan must be developed and signed prior to the start of the following semester, excluding summer. In the first succeeding annual evaluation (probation year evaluation), the employee's supervisor shall review the employee's progress in successfully fulfilling the performance improvement plan. If the employee has met the performance targets specified in the performance improvement plan, the employee's probation shall be lifted and a two-year contract extension granted, thereby restoring the employee to a full three-year continuing contract cycle. No other penalties

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shall attach to the employee's appointment as a result of the probationary term.

If the employee receives an "overall unsatisfactory" evaluation in the probation year evaluation, the employee shall have one year remaining in the employee's appointment before the contract expires. The employee shall be notified of non-reappointment.

5. An employee who receives written notice that the employee will not be offered a successive appointment may, according to Article 20 (Grievance Procedure and Arbitration), contest/grieve the decision because of an alleged violation of an express term of this Agreement. Such grievances must be filed within thirty (30) calendar days after the employee receives the written statement of the basis for the decision.

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Article 9

Assignment of Responsibilities

~~9.6 Teaching Schedule. Teaching schedules should be established, if practicable, so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours and the end of the last face-to-face (i.e. not online) assignment and the beginning of the next face-to-face assignment is no less than twelve (12) hours.~~

9.6 Teaching Schedule/Instructional Assignment.

A. An employee's full or partial face-to-face teaching schedule shall be established so that the time between the beginning of the first assignment and the end of the last assignment for any one day does not exceed eight (8) hours and the end of the last assignment and the beginning of the next assignment is no less than twelve (12) hours unless otherwise agreed to in writing by the employee.

B. An employee's instructional assignment shall include no more than two (2) separate/different course preparations during a semester.

C. An employee's instructional assignment during an academic year shall include no more than one (1) new course preparation. New course preparation shall mean preparation for a course that the employee has not been assigned to teach during the previous academic year.

D. An employee's full-time equivalent (FTE) instructional assignment during a semester shall be based on the credit hours assigned to the course assigned to the employee which shall be as follows:

- (1) .0833 FTE for a one hour credit course
- (2) .1666 FTE for a two hour credit course
- (3) .25 FTE for a three hour credit course
- (4) .3333 FTE for a four hour credit course
- (5) .4166 FTE for a five hour credit course
- (6) .50 FTE for a six hour credit course

The FTE assigned above to a specific credit hour course may be increased but not decreased.

E. No employee shall be required to teach a course as an on-line course, nor shall an employee be excluded from teaching a course that he or she is otherwise qualified to teach because he or she does not agree to teach the course as an on-line course. A course is considered on-line when at least 80% of the class meetings that would be held for a full or partial face-to-face classroom course are replaced by online activities.

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Article 10

Employee Performance Evaluation

This article shall remain unchanged except as to changes and modifications referenced below.

10.1 Policy.

- A. Annual Evaluations. The purpose of the annual evaluation is to assess and communicate the nature and extent of an employee's performance of assigned duties during a specific calendar year of an employees' annual assigned duties during that specific calendar year consistent with the criteria specified in Article 10.4 below. The performance of employees, other than those who have received notice of nonreappointment under Article 12.2 or those not entitled to receive notice of nonreappointment under Article 12.2, shall be evaluated at least once annually, and they shall be advised of the academic term during which such evaluation will be made. Personnel decisions shall take such annual evaluations into account, provided that such decisions need not be based solely on written employee performance evaluations.

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Article 10

Employee Performance Evaluation

This article shall remain unchanged except as to changes and modifications referenced below.

10.2 Sources and Methods of Evaluation.

B. Observation/Visitation

~~The employee, if assigned teaching duties, shall be notified at least two (2) weeks in advance of the date, time, and place of any direct classroom observation or visitation made in connection with the employee's annual evaluation. If the employee determines that this date is not appropriate because of the scheduled class activities, the employee may suggest a more appropriate date. Alternatively, if such classroom observation or visitation will be made, the employee shall be notified at least two (2) weeks in advance of the period (for example, a semester) over which no less than two (2) observations will be made.~~

(1) An employee whose overall annual evaluation of teaching effectiveness for the previous calendar year was no less than satisfactory (i.e. 3) may in the employee's sole and absolute discretion elect to have direct classroom observation or visitation to assess the employee's teaching effectiveness of the employee's performance of the employee's annual assignment of instruction. The employee shall select the time(s), location(s) and course(s) to be observed or visited. The employee shall select who will conduct the direct classroom observation or visitation. The observer may be the employee's immediate supervisor, peer(s) or member(s) of the USF Academy of Teaching and Learning Excellence. In the absence of an employee's voluntary consent, no such direct classroom observation or visitation shall occur.

(2) An employee whose overall annual evaluation of teaching effectiveness for the previous calendar year was less than satisfactory (i.e. 3) may be subject to direct classroom observation or visitation to assess the employee's teaching effectiveness of the employee's performance of the employee's annual assignment of instruction. If said direct classroom observation or visitation is determined to be useful by the employee's immediate supervisor, the employee and the employee's immediate supervisor shall mutually agree to the course(s) to be observed or visited. In the absence of said mutual agreement, the immediate supervisor of the employee's immediate supervisor shall resolve the conflict. The employee shall select the time(s) and location(s) for the observation(s) or visitation(s) and which of the following will conduct the assessment, namely, the employee's immediate supervisor, peer(s) or member(s) of the USF Academy of Teaching and Learning.

(3) Regarding (2) above, there shall be no more than a combined total of two (2) direct classroom visitations or observations per calendar year unless agreed to in writing by the employee.

(4) Regarding (2) above, classroom shall also include on-line courses.

(5) Regarding (2) above, the employee shall be notified in writing at least four (4) weeks in advance of the course(s) to be observed or visited.

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June 2021

This article shall remain unchanged except as to changes and modifications referenced below.

Article 10.4

10.4 Criteria. The annual performance evaluation shall be based upon assigned duties, and shall carefully consider the nature of the assignments, in terms where applicable, of:

A. Teaching effectiveness, including effectiveness in presenting knowledge, information and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, and direct consultation with students. The evaluation shall include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students' critical thinking and/or creative abilities, the development or revision of curriculum and course structure, and adherence to accepted standards of professional behavior in meeting responsibilities to students. The evaluator may take into account class notes, syllabi, student exams and assignments, and any other materials relevant to the employee's teaching assignment. The teaching evaluation must take into account any relevant materials submitted by the employee, including the results of peer evaluations of teaching, and may not be based solely on student evaluations when this additional information has been made available to the evaluator. An individual student evaluation in a course shall employ the following scale: Excellent (5), Very Good (4), Good (3), Fair (2), Poor (1). The cumulative student evaluations in a course shall employ the following scale: Excellent(4.5-5.00), Very Good (3.75-4.49), Good (3.00 - 3.74), Fair (2.00 - 2.99), and Poor (1.00 - 1.99).

An employee may require completion and submission of a student evaluation of the employee by the students enrolled in the employee's course as a requirement for a student to be given a grade in the course. No other credit or consideration shall be given by the employee to a student for a completion and a submission of said student evaluation. An employee shall not be informed of the results of said student evaluations in the course until after the submission of final grades in the course.

At the sole and absolute option and discretion of an employee, an employee may elect not to include the results of student evaluations in an employee's course in which at least sixty percent (60%) of the students enrolled in the course do not complete and submit a student evaluation in the course.

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Article 11

Evaluation File

This article shall remain unchanged except as to changes and modifications referenced below.

11.1 Policy. There shall be one (1) evaluation file containing a dated copy of all documents, including electronic information, comparative databases, and performance ratings, used in the evaluation for tenure and promotion and successive fixed multi-year appointments. When evaluations and other personnel decisions on items listed in Article 8.3 are made, other than for tenure and promotion, and successive fixed multi-year appointments, the only documents which may be used are those contained in that file. Information collected for determination of potential nonrenewal or lay off shall be transparent to the employee. Such documents or information shall be placed in the evaluation file within a reasonable time after receipt by the custodian of the file. Employees shall be notified, upon written request, of the location of the evaluation file and the identity of the custodian.

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Article 13

Layoff and Recall

This article shall remain unchanged except as to changes and modifications referenced below.

13.4 Notice. ~~Employees should be informed of layoff as soon as practicable and, where circumstances permit,~~ Employees with three or more years of continuous University service ~~should~~ shall be provided at least one (1) year's notice; those with less service with at least six (6) month's notice. Employees who have received notice of layoff shall be afforded the recall rights granted under Articles 13.3 above and 13.5 below. Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; ~~reason for shortened period of notification, if applicable;~~ a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; and a statement that the employee is eligible for consideration for retraining under the provision of Article 22.4, for a period of two years following layoff.

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Article 16

Disciplinary Action and Job Abandonment

This article shall remain unchanged except as to changes and modifications referenced below.

16.2 Progressive Discipline. ~~Both parties endorse the principle of progressive discipline as applied to professionals.~~ Both parties agree that the principle of progressive discipline shall be applied to employees.

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Disciplinary Action and Job Abandonment

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

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Article 17

Leaves

17.6 17.6 Family and Medical Leave Act (FMLA) Entitlements.

- A. The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the Federal law providing eligible employees an entitlement of up to four hundred and eighty (480) hours of leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the employee to take leave without pay; where University policies permit, employees may use accrued leave with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through the FMLA.
- B. Implementation of FMLA Leave Entitlements.
- (1). An employee, whether salaried or paid from Other Personal Services (OPS), is entitled to four hundred and eighty (480) hours of FMLA leave within a twelve (12) month period for any qualifying family or medical leave.
- (2). Pursuant to Fla. Admin. Code 6C4- 10.104(12), a salaried employee is entitled to a parental leave for up to six (6) months in accordance with the provisions of Article 17.7 below, for a birth or adoption of the employee's child. If an eligible employee elects to take Parental Leave, up to four hundred and eighty (480) hours of such leave may be counted against that employee's FMLA entitlement.
- C. Accounting for the Use of FMLA Leave in a Twelve-Month Period.
- (1). ~~The fiscal year (July 1-June 30) shall be the designated twelve (12) month period to count the use of up to four hundred and eighty (480) hours of FMLA leave.~~
Leaves of absences under the FMLA (both intermittent and continuous leaves) are tracked on a rolling 12-month measured backward from the start date of the employee's request leave period.
- (2). An eligible employee's entitlement to leave for a birth or placement for adoption or foster care expires at the end of a twelve (12) month period beginning on the date of the birth or placement of the child.
- D. Use and Approval of FMLA Leave.
- The University Division of Human Resources (DHR) shall approve FMLA leave for an eligible employee as long as the reasons for absence qualify under the FMLA and the employee has not exhausted the employee's four hundred and eighty (480) hours within the appropriate 12-month period for such leave. The employee may request FMLA leave as accrued leave, leave without pay, or a combination of both.
- (2). The University may require that the employee use accrued leave with pay prior to requesting leave without pay for four hundred and eighty (480) hours (12 workweeks) of FMLA leave. Requiring the use of paid leave shall be applied consistently and may not be used merely to exhaust the employee's leave balance in

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order to prohibit the use of paid leave while on leave without pay as provided for in Article 17.11 (E) below.

3. (3). After the ~~President~~ DHR or representative has acquired knowledge that the leave is being taken for an FMLA qualifying event, the ~~President~~ DHR or representative shall within two business days, absent extenuating circumstances, notify the employee of the period of FMLA leave to be granted, including the date of return to employment. If the notice is oral, it shall be confirmed in writing no later than the following payday (unless the payday is less than one week after the oral notice, in which case the notice must be no later than the subsequent payday).

E. Medical Certification.

(1) The University may require an employee to provide medical certification from a health care provider for FMLA leave with or without pay when taken for the serious health condition of the employee or the employee's family member.

(2) Medical certification may be required to affirm the employee's ability to return to work and perform one or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA), after being absent on FMLA leave.

F. Return to Position. Upon return from FMLA leave, the employee shall be returned to the same or equivalent position in the same class and work location, including the same shift or equivalent schedule, unless the University and the employee agree in writing to other conditions and terms under which such leave is to be granted.

G. Continuation of Benefits. The use of FMLA leave by eligible employees shall neither enhance nor decrease any rights or benefits normally accrued to salaried employees during a leave with pay or any rights or benefits normally accrued during a leave without pay.

H. If any provision of Article 17.6 (FMLA) is inconsistent with or in contravention of the Family Medical Leave Act of 1993, Public Law 103-3, or the Family Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted legislation, then such provision shall be superseded by the laws or regulations referenced above, except to the extent that the collective bargaining agreement or any employee benefit program or plan provides greater family or medical leave rights to an eligible employee.

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Article 17

Leaves

17.7 Parental Leave Program

- (1) No more than twice in the course of an employee's tenure at the University, the employee may request and be granted a paid parental leave for the birth or adoption of a child not to exceed one semester (for instructional faculty) or three months for non-instructional employees. No two members of the same family may request parental leave at the same time or for the same event (birth or adoption of a child).
- (2) Commitment to return. An employee must agree in writing to return to University employment for at least one academic year (calendar year for non-instructional faculty) following participation in parental leave. or reimburse the University for salary received during the leave period. If this condition is not met, the University may require the return of salary received during the program.
- ~~(3) Commitment to Reimburse. An employee who makes use of parental leave and who remains in University employment for at least one academic year (calendar year for non-instructional faculty) immediately following participation in the parental leave program shall have the total number of hours used deducted from the employee's sick leave and/or annual leave upon separation from the University, or upon transferring between annual leave and non-annual leave accruing contract. An employee who makes use of parental leave, but does not remain in University employment for at least one academic year (calendar year for non-instructional faculty) immediately following participation in the parental leave program may be required to reimburse the University for the liquidated equivalent of all salary paid while on parental leave.~~
- ~~(4) The "Parental Leave Paid Program" will be implemented on January 1, 2009 with a commitment of 10% of the in-unit employees' salary base. Program guidelines will be posted on the University's website.~~

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Article 20

Grievance Procedure and Arbitration

This article shall remain unchanged except as to changes and modifications referenced below.

20.15 ~~Mediation. Both USF and UFF recognize that an effective mediation program would provide an alternative for the parties to amicably resolve grievances. Following ratification of the USF/UFF Collective Bargaining Agreement, the parties shall work together to jointly plan and develop a mediation program that could become part of the grievance process described within this Agreement. Joint planning activities would include exploration and evaluation of alternative mediation models, formulation of a model for testing at USF and field testing of the model(s) developed with the goal of developing mutually acceptable language for inclusion in the Agreement to implement a mediation program. To that end both parties agree to reopen on this article during the next collective bargaining period following ratification of this Agreement.~~

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

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JUNE 2021

Article 20

Grievance Procedure and Arbitration

This article shall remain unchanged except as to changes and modifications referenced below.

20.8 Formal Grievance Procedure.

E. Step 3 Arbitration.

- (1). Filing. If the grievance has not been satisfactorily resolved at Step 2, UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so. Notice of intent to proceed to arbitration must be filed with the designated university representative within thirty (30) days after receipt of the Step 2 decision by grievant's Step 2 representative and shall be signed by the grievant and the UFF President or representative. The expiration of the thirty-day period shall be evidenced by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. The grievance may be withdrawn at any time by the grievant or by the UFF President or representative at any point prior to issuance of the arbitrator's decision. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall provide their recommended issues to the arbitrator, who shall decide the issue(s) to be arbitrated based upon the submitted evidence ~~proceed to a hearing on arbitrability as described in Article 20.8(E)(4) below.~~
- (2). Selection of Arbitrator. ~~Representatives of the University and the UFF shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of seven (7) members. Once a grievance is escalated to Arbitration, the parties may confer to mutually agree on an arbitrator. Otherwise, the moving party shall file a request with the American Arbitration Association (AAA) for a Panel of arbitrators. Within fourteen (14) days after receipt of the Panel a notice of intent to arbitrate, representatives of the University and UFF 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 name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin. If the parties are unable to agree to a panel of arbitrators, they shall follow the normal American Arbitration Association procedure for the selection of an arbitrator. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel. The arbitration shall be held within sixty (60) days following the selection of the arbitrator.~~
- (4). ~~Arbitrability. Issues of arbitrability shall be bifurcated from the substantive~~

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

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Article 24

Benefits

This article shall remain unchanged except as to changes and modifications referenced below.

24.7 Free University Courses for Employees and others. The University shall provide the following Employee Education Program ("EEP"). The EEP is distinct from the Department of Management Services' State Employee Education Voucher Program created by the 2001 Florida Legislature. The 2001-02 Appropriations Act prohibits tuition waivers as used in the past. The EEP Program is an entirely new and independent opportunity funded from limited existing University resources. Full-time employees, including employees on sabbaticals or on professional development leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) at the University without payment of tuition and fees, and said employees may assign all or a portion of said up to six (6) credit hours of instruction per term (Fall, Spring or Summer) to or among the employee's spouse and/or children.

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Article 24

Benefits

This article shall remain unchanged except as to changes and modifications referenced below.

24.15 State Health Insurance Premiums. The University shall pay for all increases in insurance premiums, implemented on or after January 1, 2021, for State-provided health insurance plans in which an employee was enrolled prior to or by August 7, 2020.

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Article 26

Maintenance of Benefits

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

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Article 28

Severability

In the event that any provision or a portion thereof of this Agreement (a) is found to be invalid or unenforceable by final decision of a ~~tribunal~~ court of competent jurisdiction, or ~~(b) is rendered invalid by reason of subsequently enacted legislation, (b) is modified or rendered invalid by subsequently enacted legislation pursuant solely to the powers of the legislature to appropriate for the expenditure of funds~~ or (c) shall have the effect of a loss to the State University System or University of funds, property, or services made available through federal law, ~~or (d) pursuant to Section 447.309(3), Florida Statutes, can take effect only upon the amendment of a law, rule, or regulation and the governmental body having such amendatory powers fails to take appropriate legislative action~~ then that provision or that portion thereof shall be of no force or effect, but the remainder of the Agreement shall continue in full force and effect. If a provision of this Agreement fails for a reason (a), (b) or (c) above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision. This Article is not intended to cede authority to any party to invalidate or modify any provision of this Agreement. UFF does not concede to the constitutionality of any subsequently enacted legislation that invalidates or modifies a term of this Agreement. The University or the UFF may choose, but neither is obligated, to challenge said legislation.

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Article 31

Totality of Agreement

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

~~31.2 No-Obligation to Bargain. The University and the UFF, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or 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.~~

31.2 Bargaining Rights of the Parties. Neither party to this Agreement waives its rights to bargain under the laws of the State of Florida.

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

31.4 Expiration of Waivers. The parties acknowledge that all waivers of some or all of the right to bargain collectively over the determination of mandatory subjects of bargaining contained in this agreement shall terminate no later than the date this agreement expires and shall not survive such expiration as part of the status quo.

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Appendix A

Position Classifications in the Bargaining Unit

Appendix A

Position Classifications in the Bargaining Unit

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

9001 - Professor
9002 - Associate Professor
9003 - Assistant Professor
9004 - Instructor
9005 - Lecturer
9006 - Graduate Research Professor
9007 - Distinguished Service Professor
9009 - Eminent Scholar
9016 - University School Professor
9017 - University School Associate Professor
9018 - University School Assistant Professor
9019 - University School Instructor
9053 - University Librarian
9054 - Associate University Librarian
9055 - Assistant University Librarian
9056 - Instructor Librarian
9115 - Coordinator
9120 - Associate in _____
9121 - Assistant in _____
9126 - Program Director
9150 - Curator
9151 - Associate Curator
9152 - Assistant Curator
9153 - Staff Physicist
9160 - Scholar/Scientist/Engineer
9161 - Associate Scholar/Scientist/Engineer
9162 - Assistant Scholar/Scientist/Engineer
9166 - Research Associate
9173 - Counselor/Advisor
9178 - Instructional Specialist
9334 - Specialist, Computer Research
9394 - Coordinator, Cooperative Education

9419 - Coordinator, Research Information
9433 - Specialist, Music
9434 - Psychologist
9435 - Resident Advisor to Students
9460 - Psychiatrist
9462 - Physician
9464 - Physician's Assistant
9490 - Dentist
9495 - Specialist, Student Counseling

Together with chairpersons (Administrative Code: C1) in the College of Arts and Sciences and College of Education and employees in the above classifications with the following administrative titles: Associate Chair (C2), Assistant Chair (C3), Coordinator (N1), Program Director (G1), Associate Program Director (G2), Assistant Program Director (G3), Department Head (H1), Associate Department Head (H2), Assistant Department Head (H3), and Counselor/Advisor (B1).

The following employees are excluded from the bargaining unit: All employees of the USF College of Medicine and all other employees of the University of South Florida, including but not limited to all employees serving as trustees of the University of South Florida and all employees who are in administrative classifications not specifically included above, or are managerial or confidential employees.

New Job Titles or Job Codes are excluded from the bargaining unit but may be added to Appendix A by joint approval of the President's Representative and the UFF President. New administrative titles and codes may be added to Appendix A by joint approval of the President's Representative and the UFF President. The parties agree to file a joint unit clarification petition with PERC immediately upon negotiating any changes to Appendix A.

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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 Division of Human Resources 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# _____

First Name Middle Name Last Name

Address Apt/Unit Number

City State Zip Code

Campus Department

Home/Cell Number Office Number

Employee Signature

Article IX, Florida Constitution

Article IX of the Florida Constitution is labeled **Education**. It contains seven sections.

Section 7

Text of Section 7: State University System

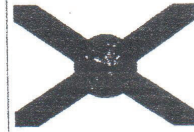
(a) **PURPOSES.** In order to achieve excellence through teaching students, advancing research and providing public service for the benefit of Florida's citizens, their communities and economies, the people hereby establish a system of governance for the state university system of Florida.

(b) **STATE UNIVERSITY SYSTEM.** There shall be a single state university system comprised of all public universities. A board of trustees shall administer each public university and a board of governors shall govern the state university system.

(c) **LOCAL BOARDS OF TRUSTEES.** Each local constituent university shall be administered by a board of trustees consisting of thirteen members dedicated to the purposes of the state university system. The board of governors shall establish the powers and duties of the boards of trustees. Each board of trustees shall consist of six citizen members appointed by the governor and five citizen members appointed by the board of governors. The appointed members shall be confirmed by the senate and serve staggered terms of five years as provided by law. The chair of the faculty senate, or the equivalent, and the president of the student body of the university shall also be members.

(d) **STATEWIDE BOARD OF GOVERNORS.** The board of governors shall be a body corporate consisting of seventeen members. The board shall operate, regulate, control, and be fully responsible for the management of the whole university system. These responsibilities shall include, but not be limited to, defining the distinctive mission of each constituent university and its

**Florida
Constitution**



Preamble

Articles

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articulation with free public schools and community colleges, ensuring the well-planned coordination and operation of the system, and avoiding wasteful duplication of facilities or programs. The board's management shall be subject to the powers of the legislature to appropriate for the expenditure of funds, and the board shall account for such expenditures as provided by law. The governor shall appoint to the board fourteen citizens dedicated to the purposes of the state university system. The appointed members shall be confirmed by the senate and serve staggered terms of seven years as provided by law. The commissioner of education, the chair of the advisory council of faculty senates, or the equivalent, and the president of the Florida student association, or the equivalent, shall also be members of the board.

(e) FEES. Any proposal or action of a constituent university to raise, impose, or authorize any fee, as authorized by law, must be approved by at least nine affirmative votes of the members of the board of trustees of the constituent university, if approval by the board of trustees is required by general law, and at least twelve affirmative votes of the members of the board of governors, if approval by the board of governors is required by general law, in order to take effect. A fee under this subsection shall not include tuition.^[1]

Amendments

- *History.--Proposed by Initiative Petition filed with the Secretary of State August 6, 2002; adopted 2002 (Florida Universal Pre-Kindergarten, Amendment 8 (2002)).*
- Amended via voter approval of Florida Amendment 7, First Responder and Military Member Survivor Benefits, Supermajority Board Votes for College Fees, and State College System Amendment (2018) on November 6, 2018.