

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.

3107
3108

Article 26 - Maintenance of Benefits

3109 26.1 No employee may be required to waive the benefits provided by the terms of this Agreement. No
3110 employee shall, as a result of the establishment of a level of rights or benefits in this Agreement, suffer a
3111 loss or diminution of any such rights or benefits for which otherwise eligible.

3112
3113 26.2 The reorganization of higher education in the State of Florida resulted in the legislative abolition
3114 of the Board of Regents and the creation of the University of South Florida Board of Trustees as the
3115 public employer. Tenure status, rank, earned benefits, years of service, history of assignments and record
3116 of evaluations which an employee had at the University prior to the creation of the University of South
3117 Florida Board of Trustees, shall be recognized, credited or used, as applicable, unless a specific term or
3118 provision of this Agreement states otherwise.

3119
3120

Article 27 - Miscellaneous Provisions

3121 27.1 No Strike or Lockout. The University agrees that there will be no lockout during the term of this
3122 Agreement. The UFF agrees that there will be no strike by it or by any employees during the term of this
3123 Agreement.

3124
3125 27.2 Effect of Passage of Law. Any provision of this Agreement which is contrary to law, but becomes
3126 legal during the term of this Agreement, shall be reinstated consistent with such legislation.

3127
3128 27.3 Legislative Action. The University and UFF agree that neither will attempt to influence or support
3129 changes in existing statutes or legislation which would change the terms of this Agreement.

3130
3131 27.4 Venue. For purposes of venue in any judicial review of an arbitrator's decision, the parties elect to
3132 submit themselves to the jurisdiction of the courts in Hillsborough County, Florida. In an action
3133 commenced in Hillsborough County, neither the University nor the UFF will move for a change of venue
3134 based upon the defendant's residence in fact if other than Hillsborough County.

3135
3136 27.5 Copies of the Agreement. The University shall maintain a copy of the ratified agreement and all
3137 supplements to the ratified agreement on the University website, including a listing of the location of the

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~~
3142 ~~website address from the University as part of the hiring process, the employee may obtain same from~~
3143 ~~UFF.~~ UFF may distribute copies of the Agreement to current employees in the unit when the Agreement is
3144 ratified. In addition, the University shall provide an electronic copy of the ratified Agreement and all
3145 Supplements to UFF.

3146 27.6 Class Titles.

3148 A. Whenever the University creates a new faculty classification, it shall designate such
3149 classification as being either within or outside the bargaining unit and shall notify the UFF. Further, if the
3150 University revises the specifications of an existing class so that its bargaining unit designation is
3151 changed, it shall notify the UFF of such new designation twenty (20) days prior to the effective date of
3152 said change. Within ten (10) days following such notification, the UFF may request a meeting with the
3153 University for the purpose of discussing the designation. If, following such discussion, the UFF disagrees
3154 with the designation, it may request the Florida Public Employees Relations Commission to resolve the
3155 dispute through unit clarification proceedings.

3156 B. An employee may request a review of the appropriateness of the employee's
3157 classification by the appropriate University office. In case of disagreement with the results of the review,
3158 the matter shall be discussed in accordance with Article 2, Consultation, but shall not be subject to
3159 Article 20, Grievance Procedure and Arbitration.

3160
3161 27.7 Salary Rate Calculations and Payment. The salary rate of employees serving on twelve (12)
3162 month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by the
3163 number of pay periods.

3164
3165 27.8 Titles and Headings. The titles of articles and headings which precede text are inserted solely for
3166 convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of
3167 any provision of this Agreement.

3168 3169 3170 **Article 28 - Severability**

3171 In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final
3172 decision of a tribunal of competent jurisdiction, or (b) is rendered invalid by reason of subsequently
3173 enacted legislation, or (c) shall have the effect of a loss to the State University System or University of
3174 funds, property, or services made available through federal law, or (d) pursuant to Section 447.309(3),
3175 Florida Statutes, can take effect only upon the amendment of a law, rule, or regulation and the
3176 governmental body having such amendatory powers fails to take appropriate legislative action, then that
3177 provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and
3178 effect. If a provision of this Agreement fails for reason (a), (b), or (c) above, the parties shall enter into
3179 immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such
3180 provision. This Article is not intended to cede authority to any party to invalidate any provision of this
3181 Agreement. UFF does not concede to the constitutionality of any subsequently enacted legislation that
3182 invalidates a term of this Agreement. The University or the UFF may choose, but neither is obligated, to
3183 challenge said legislation.

3184 3185 3186 **Article 29 - Amendment and Duration**

3187 29.1 The Agreement shall be effective on the date ratified by the University Board of Trustees except as
3188 otherwise agreed by the parties, and shall remain in effect ~~for a three-year period~~ until midnight August 7,
3189 ~~2024~~19. Unless otherwise provided in this Agreement, no Article shall be subject to renegotiation unless
3190 both parties mutually agree to do so. Moreover, should the Florida law regarding the State's Performance
3191 Salary Systems be amended by the Legislature during the term of this Agreement such that merit base
3192 salary eligibility for permanent status employees in changed, the UFF may reopen this Agreement to