

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

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.  
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### 3202 **Article 30 - Definitions** 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