

239 four (4) consecutive academic years shall not again be eligible for released time until two (2) academic
240 years have elapsed following the end of the fourth academic year in which such released time was
241 granted.

242
243 F. Employees on released time shall be eligible for salary increases on the same basis as
244 other employees, but their released time activities shall not be evaluated nor taken into consideration by
245 the University in making personnel decisions.

246
247 G. Employees on released time shall retain all rights and responsibilities as employees but
248 shall not be considered representatives of the University or USF Board for any activities undertaken on
249 behalf of the UFF. The UFF agrees to hold the University and USF Board harmless for any claims arising
250 from such activities, including the cost of defending against such claims.

251
252 H. Summer. The UFF may designate three (3) employees to receive a thirteen week .25 FTE
253 summer released time assignment however, no more than one employee per 15 employees per
254 department/unit be designated to receive such released time. The UFF shall provide the University with a
255 list of the designees no later than April 7th of the academic year preceding the summer term. All other
256 provisions contained in Article 3.4 above, except 3.4A and 3.4B above, shall apply to summer released
257 time.

258
259

Article 4 - Reserved Rights

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261
262 4.1 Policy. The USF Board of Trustees retains and reserves to itself the rights, powers, and authority
263 vested in it, including the right to plan, manage, and control the University of South Florida and in all
264 respects carry out the ordinary and customary functions of management.

265

266 4.2 Limitations. All such rights, powers, and authority are retained by the USF Board of Trustees,
267 subject only to those limitations imposed by this Agreement. Only violations of such limitations shall be
268 subject to the Grievance Procedure.

269

270

Article 5 - Academic Freedom and Responsibility

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272
273 5.1 The University of South Florida affirms the principles of academic freedom and responsibility,
274 which are rooted in a conception of the University as a community of scholars united in the pursuit of truth
275 and wisdom in an atmosphere of tolerance and freedom.

276

277 5.2 Academic Freedom is the freedom of an employee to discuss all relevant matters in the classroom,
278 to explore all avenues of scholarship, research, and creative expression, to speak freely on all matters of
279 university governance, and to speak, write, or act as an individual, all without institutional discipline or
280 restraint.

281

282 5.3 On the part of an employee, Academic Responsibility implies the honest performance of academic
283 duties and obligations, the commitment to support the responsible exercise of freedom by others, and
284 the candor to make it clear that the individual, while he or she may be freely identified as an employee of
285 the University, he/she is not speaking as a representative of the University in matters of public interest.

286

287 5.4 On the part of the Administration, Academic Responsibility implies a commitment actively to
288 foster within the University a climate favorable to responsible exercise of freedom, by adherence to
289 principles of shared governance, which require that in the development of academic policies and
290 processes, the professional judgments of employees are of primary importance.

291

292

Article 6 - Nondiscrimination

293

6.1 Statement of Intent.

294

A. The University and the UFF fully support all laws intended to protect and safeguard the rights

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

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

305
306 6.2 Policy.

307
308 A. Nondiscrimination. Neither the University nor the UFF shall discriminate against any
309 employee based upon race, color, sex, gender identity and expression, sexual orientation, religion,
310 national origin, age, military status, veteran status, disability, political affiliation, or marital status, nor shall
311 the University or the UFF abridge any rights of employees related to union activity granted under
312 Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting
313 the UFF. Personnel decisions shall be based on job-related criteria and performance.

314 B. Sexual Harassment.

315 (1). Sexual harassment is a prohibited form of sex discrimination. In Meritor Savings
316 Bank v. Vinson, 106 S.Ct. 2399 (1986), the United States Supreme Court defined sexual
317 harassment in the employment context as including the following:

318 Unwelcome sexual advances, requests for sexual favors, and other verbal or physical
319 conduct of a sexual nature constitute sexual harassment when (1) submission to
320 such conduct is made either explicitly or implicitly a term or condition of an individual's
321 employment, (2) submission to or rejection of such conduct by an individual is used
322 as the basis for employment decisions affecting such individual, or
323 (3) such conduct has the purpose or effect of unreasonably interfering with an
324 individual's work performance or creating an intimidating, hostile, or offensive
325 working environment.

326 (2). In addition to the parties' concern with respect to sexual harassment in the
327 employment context, the parties also recognize the potential for this form of illegal discrimination
328 against students. Relationships between employees and students, even if consensual, may
329 become exploitative, and especially so when a student's academic work, residential life,
330 or athletic endeavors are supervised or evaluated by the employee. These relationships may involve
331 a conflict of interest.

332 C. Prohibited Conduct Under Title IX of the Education Amendments of 1972. Neither the
333 University nor the UFF shall tolerate any person, on the basis of sex, to be excluded from participation in,
334 to be denied the benefits of, or to be subjected to discrimination under any academic, extracurricular,
335 research, training, or other education program or activity operated by the University, as set forth in
336 University Policy 0-004.

337 C.D. Investigation of Charges of Discrimination. Charges of discrimination alleging unwelcome
338 sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that
339 constitutes sexual harassment, including those filed by employees against students, shall be promptly
340 reviewed/investigated according to established university procedures. No employee
341 reviewed/investigated under such procedures shall be disciplined until such review is complete and a
342 finding of discrimination has been issued.

343 If after the completion of the review/investigation, any finding of discrimination is made, a record of the
344 complete findings will be placed in the employee's evaluation file. If no finding of discrimination on any
345 charge or complaint is made, no record of the charge or complaint will be placed in the employee's
346 evaluation file unless the employee requests in writing that a record of the complete review/investigation
347 be placed in the evaluation file.

348

349 6.3 Access to Documents. No employee shall be refused a request to inspect and copy documents
350 relating to the employee's claim of discrimination, except for records which are exempt from the provisions
351 of the Public Records Act, Chapter 119, Florida Statutes, provided, however, the University may charge
352 for copies of documents in accordance with law, rule, university procedures, and this Agreement.
353

354 6.4 Consultation. As part of the consultation process described in Article 2, Consultation the parties
355 agree to discuss efforts made to appoint and retain women and minority employees.
356

357 6.5. Grievance Procedures. Except with respect to alleged violations of Title IX claims of such
358 discrimination by the University may be presented as grievances pursuant to Article 20, Grievance
359 Procedure and Arbitration. It is the intent of the parties that matters which may be presented as
360 grievances under the Grievance Procedure, be so presented and resolved thereunder instead of using
361 other procedures. However, the UFF agrees not to process cases arising under this Article when alternate
362 procedures to the Grievance Procedure are initiated by the grievant, except as specifically provided for
363 in Article 20.3. With respect to alleged violations falling within the scope of Title IX, all such claims must be
364 exclusively processed pursuant to the reporting requirements of Policy 0-004, and will be exclusively
365 processed and resolved pursuant to said Policy. Such alleged violations shall not be subject to Article 20.
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369 **Article 7 - Minutes, Rules, and Budgets**

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371 7.1 University Documents.

372 A. The University shall provide the UFF with a copy of the following:

- 373 (1.) the agenda and minutes of the meetings of the University Board;
374 (2.) the agenda and minutes of the meetings of campus boards;
375 (3.) new University rules published under the Administrative Procedures Act; and
376 (4.) the USF/UFF Agreement and all supplements to the Agreement.

377 If the documents referenced in 7.1 (A) (1) and (2) are maintained on the web by the University they shall
378 be deemed provided.

379 The University shall also provide the UFF a computer account for purposes of accessing the GEMS USF
380 personnel system file reflecting the annual salary increases provided to employees covered by this
381 agreement. Costs associated with the UFF's use of such file shall be borne by the UFF consistent with
382 the costs charged others.

383
384 B. The University shall ensure that a copy of the following documents is made available in
385 an easily accessible location in its libraries or by links on the university web site:

- 386 (1). the minutes of the meetings of the University Board of Trustees;
387 (2). the University's rules published under the Administrative Procedures Act;
388 (3). the University's operating budget, including the previous year's expenditure analysis; and
389 (4). a copy of all official University Policies and Procedures.

390 **Article 8 - Appointment**

391 8.1 Policy.

392 The University shall exercise its authority to determine the standards, qualifications, and criteria so as to
393 fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this
394 aim, the University shall, (a) advertise such appointment vacancies, receive applications and screen
395 candidates therefore, and make such appointments as it deems appropriate under such standards,
396