

**Collective Bargaining Agreement**

**202~~4~~1 - 202~~5~~4**

**Between the**

**University of South Florida Board of Trustees  
and  
United Faculty of Florida**

**DRAFT**

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## Article 1 - Recognition

1.1 Bargaining Unit. Pursuant to Order Granting Certification No. 03E-119 issued May 15, 2003 by the Public Employees Relations Commission (PERC), 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, and any superseding order by PERC amending the bargaining unit, if applicable, the University has recognized the United Faculty of Florida as the exclusive 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 this Agreement, for all employees in the bargaining unit described in the certification. Attached as Appendix "A," for information purposes only and not made a part of the Agreement, is the listing of titles included in the General Faculty bargaining unit.

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 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 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 this Agreement, the University shall engage in collective bargaining with respect to the change upon the UFF's request.

~~1.3~~ Board of Trustee Meetings.

~~1.4~~ ~~1.3~~ The University shall maintain a web page containing a copy of the agenda and supporting materials for each Board meeting and Board committee meeting. Minutes of Board meetings and Board committee meetings shall be posted to the web page. The agenda, supporting materials and minutes shall be posted to the web page at the time same they are made available to members of the Board.

~~A. The UFF shall be granted a place on the agenda at each Board meeting for the purpose of addressing any item on the Board's agenda that affects the wages, hours, or other terms and conditions of employment of employees.~~

~~1.5~~ ~~1.4~~ Right to Hear Views. Nothing contained in this Agreement shall be construed to prevent the USF Board or the University from meeting with any individual or organization to hear views on any matter, provided however, that as to any such matter which is a proper subject of collective bargaining and covered by a term of this Agreement, any changes or modification shall be made only through negotiation and agreement with the UFF.

## Article 2 - Consultation

~~2.1~~ Consultation with President. The President or representative shall meet with the UFF representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment or any other mutually agreeable matters. Such meetings shall occur twice (2) per semester in the academic year and once (1) during the summer term unless the parties

agree to meet more or less frequently. The party requesting consultation shall submit a written list of agenda items no less than 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.

~~2.22.1~~ Diversity Plans. The University shall provide to the UFF, without cost, a copy of any plans to ensure diversity, and updates of such plans.

### **Article 3 - UFF Privileges**

3.1 Use of Facilities and Services. Subject to the rules of the University and the terms of this Agreement, the UFF shall have the right to use University facilities for meetings and all other services on the same basis as they are generally available to other university-related organizations which are defined as follows:

University-Related Groups and Organizations. These groups and organizations may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, University Support Personnel Systems council, direct support organizations, the United Faculty of Florida, etc.

#### 3.2 Communications.

A. UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards but on at least one bulletin board per building where a substantial number of employees have offices. Specific locations shall be mutually selected by the University and the local UFF Chapter in the course of consultation pursuant to Article 2, Consultation. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the University after having been posted for a period of thirty (30) days. If materials do not bear a date of posting the University may remove them at any time. In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.

B. The University will place a link in an appropriate place on the University web site to the web site of the local UFF chapter.

C. Accessing existing university e-mail listservs or establishing a new listserv allowing the UFF electronic communications with employees shall be the subject of consultation pursuant to Article 2, Consultation. UFF agrees to pay a reasonable annual fee to the University if access to a University maintained e-mail listserv is provided. However, such listservs may not be used for election campaigns for public office or for exclusive collective bargaining representation. Employees who are e-mail recipients of the listserv shall have the right to have themselves removed from the listserv upon their written request.

~~D. Except in non-reappointment and disciplinary matters, e~~mail communications shall suffice as an alternative in cases where certified mail or personal delivery is required by this Agreement. An electronic delivery receipt or email acknowledgement from the recipient to the sender will be considered proof of receipt. Official University email addresses shall be used for this purpose if available.

#### 3.3 Leave of Absence -- Union Activity.

At the written request of the UFF, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time leave of absence for the academic year shall be granted to up to 4 employees designated by the UFF for the purpose of carrying out UFF's obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to up to 2 employees for the entire summer term, upon written request by the UFF provided no later than March 15 of the preceding academic year. Upon the failure of the UFF to provide the University with a list of designees by the specified deadlines, the

University may refuse to honor any of the requests that were submitted late.

A. No more than one employee per fifteen (15) employees per department/unit, need be granted such leave at any one time.

B. The employee(s) shall be placed in unpaid leave status. The employee will be responsible for continuation of benefits during the unpaid leave.

C. Employees on full-time leave under this paragraph shall, upon return to paid status, be eligible to receive salary increases in accordance with the provisions of Article 17.11. Employees on less than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as other employees.

D. An employee who has been granted leave under this Article for two (2) consecutive academic years shall not again be eligible for such leave until two (2) consecutive academic years have elapsed following the end of the leave. Two (2) employees, designated by the UFF, shall be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the University upon prior written request by the UFF.

E. The University or the USF Board shall not be liable for the acts or omissions of said employees during the leave and the UFF shall hold the University and the USF Board harmless for any such acts or omissions, including the cost of defending against such claims.

F. An employee on such leave shall not be evaluated for this activity nor shall such activity be considered by the University in making personnel decisions.

#### 3.4 Released Time.

A. The University agrees to provide a total of six (6) units of released time in both the Fall and Spring semester to full-time employees designated by the UFF for the purpose of carrying out the UFF's obligations in representing employees and administering this Agreement. The UFF may designate employees to receive released time during the academic year, subject to the following conditions:

(1). No more than one (1) employee per fifteen (15) employees per department/unit may be granted released time at any one time, nor may any employee be granted more than a two (2) unit reduction in a single semester.

(2). The UFF shall provide the University with a list of designees for the academic year no later than May 1 of the preceding academic year. The designees shall serve for one (1) academic year. Substitutions for the spring semester may be made upon written notification submitted by the UFF to the University no later than October 15.

B. A "unit" of released time shall consist of a reduction in teaching load of one (1) course per Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload of ten (10) hours per week. Two (2) units shall consist of a reduction in teaching load of two (2) courses per Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload of twenty (20) hours per week.

C. Released time shall be used for conducting UFF business at the University or State level, and shall not be used for lobbying or other political representation. Leave for lobbying or other political representation may be purchased by the UFF pursuant to Section 3.

D. Upon the failure of the UFF to provide a list of designees by the specified deadlines, the University may refuse to honor any of the released time requests which were submitted late. Substitutions submitted after the October 15 deadline shall be allowed at the discretion of the University.

E. An employee who has been granted released time for either or both semesters during four (4) consecutive academic years shall not again be eligible for released time until two (2) academic years have elapsed following the end of the fourth academic year in which such released time was granted.

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

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

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

#### **Article 4 - Reserved Rights**

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

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

#### **Article 5 - Academic Freedom and Responsibility**

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

5.2 Academic Freedom is the freedom of an employee to discuss all relevant matters in the classroom, 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.

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

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

#### **Article 6 - Nondiscrimination**

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. This statement of intent is not subject to Article 20, Grievance Procedure and Arbitration.

## 6.2 Policy.

### 6.2

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

#### ~~A.~~

#### ~~B. Sexual Harassment.~~

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

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

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

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

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

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

~~I. Access to Documents. No employee shall be refused a request to inspect and copy documents relating to the employee's claim of discrimination, except for records which are exempt from the provisions~~



~~of the Public Records Act, Chapter 119, Florida Statutes, provided, however, the University may charge for copies of documents in accordance with law, rule, university procedures, and this Agreement.~~

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

~~B.6.5. — Grievance Procedures Referral of Complaints of Discrimination. Except with respect to alleged violations of Title IX claims of discrimination by the University may be presented as grievances pursuant to Article 20, Grievance Procedure and Arbitration. It is the intent of the parties that matters which may be presented as grievances under the Grievance Procedure, be so presented and resolved thereunder instead of using other procedures. However, the UFF agrees not to process cases arising under this Article when alternate procedures to the Grievance Procedure are initiated by the grievant, except as specifically provided for in Article 20.3. With respect to alleged violations falling within the scope of Title IX, all such~~All complaints of discrimination, except those alleging discrimination on the basis of union membership claims ~~must be exclusively processed pursuant to the reporting requirements of under USF Policy 0-004 and , as amended Policy 0-007, as amended, and will be exclusively processed and resolved pursuant to said Policiesy. Such alleged violations shall not be subject to Article 20. In the event a grievance submitted under Article 20 contains allegations of discrimination other than discrimination on the basis of union membership, those allegations will be severed from the grievance and referred to the appropriate office for review in accordance with USF policy 0-004 or 0-007, as applicable. After such claims are fully processed and resolved pursuant to Policy 0-004 or Policy 0-007, as amended,~~ should an Employee be dissatisfied with any disciplinary action resulting from the processing of claims pursuant to Policy 0-004 said Policies, as amended, ~~the Employee may file a grievance under Article 20 to contest the disciplinary action.~~

## **Article 7 - Minutes, Rules, and Budgets**

### 7.1 University Documents.

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

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

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

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

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

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

## **Article 8 - Appointment**

### **8.1 Policy.**

The University shall exercise its authority to determine the standards, qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this aim, the University shall, (a) advertise such appointment vacancies, receive applications and screen candidates therefore, and make such appointments as it deems appropriate under such standards, qualifications, and criteria, and (b) commit to an effort to identify and seek qualified women and minority candidates for vacancies and new positions.

### **8.2 Advertisement of Vacancies.**

Bargaining unit vacancies shall be advertised in the position vacancy announcement system. Employees of lower or equivalent ranks, employees who are spouses of employees, and employees who are local residents shall not, in the hiring process, be disadvantaged for that reason, except as provided in Florida Statutes Chapter 112. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider recommendations which have resulted from the review of candidates by employees in the department, and following the departmental and College guidelines for hiring.

### **8.3 Appointments.**

All appointments shall be made via standard University offer letters. The University may attach informational addenda, except that such addenda may not abridge the employee's rights or benefits provided in this Agreement. All academic year appointments shall begin on the same date, except when otherwise modified and mutually agreed to by the University and the employee. A new offer letter will be generated should the essence of the appointment change (i.e., salary outside of established salary increase processes, promotions, tenure, etc.). Offer letters shall contain the following elements:

A.(1) Effective Date;

(2) Title, class code, rank, and appointment status;

(3) Employment unit (e.g., department, college, institute, area, center, etc.);

(4) An end date, if the appointment is for a limited duration. Otherwise, a statement indicating, "This employment offer will remain in force unless otherwise specified"

(5) Special conditions of employment;

(6) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-earning (specifying prior service in another institution to be credited toward tenure);

(7) A statement that the employee's signature on the standard employment contract shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20 Grievance Procedure and Arbitration;

(8) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules and regulations of all applicable governing bodies of the University.

(9) Percent of full-time effort (FTE) assigned;

(10) Salary rate;

(11) The statement: "The USF/UFF Collective Bargaining Agreement (Article 6) prohibits discrimination against any employee based upon race, color, sex, gender identity and expression, sexual orientation, religion, national origin, age, military status, veteran status, disability, political affiliation, marital status, or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the University may be presented as grievances pursuant to Article 20, Grievance Procedure and Arbitration";

(12) A statement informing the employee of the obligation to report outside activity and conflict of interest

under the provisions of Article 19, Conflict of Interest and Outside Activity of the Agreement; and

(13) Principal place of employment.

#### **8.4 Changes in Appointments and Supplemental Appointments.**

A. Within (30) calendar days of any proposed changes in appointment terms, listed in 8.3 A (1)- (13), an employee shall receive a written ~~employment document~~ notice from the University outlining the proposed changes. ~~No such proposed changes shall become effective and binding on the employee, except an increase in salary rate or promotion to a higher rank, unless and until agreed to and accepted in writing by the employee.~~

A. An employee who has been given an assignment as a department/unit head is generally eligible for a change in appointment from nine (9) months to twelve (12) months, depending on the size and complexity of the department/unit. In addition to eligibility for the adjustment in salary from nine (9) month to twelve (12) month pay scale, the employee may be awarded a stipend, dependent on the number of faculty and the complexity of the department/unit.

#### **B. Promotion Raises**

1. All tenured employees and librarians receiving promotions shall receive a 9% increase to their base salary. In addition, employees promoted to Assistant Professor/Assistant University Librarian shall receive an additional \$3,000 base increase; employees promoted to Associate Professor/Associate University Librarian shall receive an additional \$5,000 base increase; employees promoted to Professor/ University Librarian shall receive an additional \$7,000 base increase.

2. Employees in the non-tenure "Instructor" track who receive promotion to Instructor II or Instructor III shall receive a 9% increase to their base salary.

3. All promotion raises shall be effective on the first August 7 following the decision of the University to grant promotion. Employees on contracts or grants shall receive promotion salary increases equivalent to similar employees on state funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules of the funding agency, and adequate funds are available for this purpose in the contract or grant. Other employees in non-tenure earning career track positions, dependent, wholly or in the majority, on funded grants, with approved career track programs, may be awarded promotional increases to their salary base which shall be paid entirely from grant funds and will not count against the University's discretionary cap. These promotional increases are to be determined by the funding agencies' ability to pay.

#### **C. Change in Appointments.**

1. An employee serving on a twelve (12) month appointment may request an academic year appointment. Similarly, an employee serving on an academic year appointment may request a twelve (12) month appointment. The President or representative shall carefully consider such requests, although staffing considerations and other relevant university needs may prevent them from being granted.

2. Upon approval by the President or representative, and assuming that the assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by 81.8 percent when changing from a twelve (12) month to an academic year appointment or by 122.2 percent when changing from an academic year appointment to a twelve (12) month appointment. For an employee whose appointment was previously changed at a salary adjustment other than 122.2 percent or at a salary adjustment other than 81.8 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary adjustment.

#### **D. Summer Appointments Policy.**

1. Available supplemental summer appointments shall be offered equitably and as appropriate to qualified

employees, not later than five weeks prior to the beginning of the appointment, if practicable, in accordance with written criteria developed by the faculty in each unit which must be approved by the unit chair and college dean. The criteria shall be made available in each department/unit. ~~Employees shall be offered the first right to available supplemental summer instructional appointments, if practicable. Criteria for summer appointment must emphasize: (a) achieving college and departmental SCH targets; (b) offering courses needed for students seeking to graduate in August; and (c) operating within budget allocations. Student enrollment caps for a summer school course shall be no greater than 115% of the cap for the same course offered during the prior academic year.~~

2.FTE assignment. Summer school FTE is computed at .0833 per credit hour for standard lecture, on-line and laboratory course regardless of the session in which the course is taught.

~~3~~.a. Summer school compensation. Except as provided herein, compensation is computed at 12.5% of the faculty member's nine (9) month salary per a 3 hour credit course, capped at the level of \$4,167 per credit hour for each course taught. (Example: A 1 hour credit course is capped at \$4,167 while a 3 hour credit course is capped at \$12,500.). Provided that employees who contract to deliver courses concurrent with supplemental summer terms (i.e., A, B, C) through Innovative Education may be paid more than the \$12,500 cap.

b. 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.

#### **E.Extra University Compensation Appointments.**

1.An Employee who is assigned increased University duties and responsibilities that are not in excess of a full appointment (1.0 FTE) is eligible for a salary adjustment to compensate the employee for said duties and responsibilities.

2.Extra University compensation is defined as University compensation for any duties in excess of a full appointment (1.0 FTE). Available extra University compensation appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection. Extra compensation must be paid in accordance with applicable laws, rules, regulations and procedures. Any compensation paid in excess of the established FTE on the position shall be paid from OPS or temporary funds. All appointments up to the FTE established on the line, including summer appointments, shall be paid from salary funds. Exceptions are limited to the following: (1) faculty paid from grants/contracts during the summer may at their option and upon approval of their supervisors, receive payment in OPS so long as the grant/contract so stipulates; (2) faculty appointed in departments/units other than their own may receive summer payments from OPS funds regardless of the FTE assigned to them in their home units.

#### **F.Visiting Appointments.**

A "visiting" appointment is one made to a person having appropriate professional qualifications but not expected to be available for more than a limited period, or to a person in a position which the University does not expect to be available for more than a limited period. A visiting appointment may not exceed a total of four (4) consecutive years.

**G.Adjunct Appointments.** The use of adjuncts at the University shall, upon the request of the UFF Chapter representatives, be a subject of consultation under the provisions of Article 2.1, Consultation.

#### **H.Fixed Multi-Year Appointments.**

1.Two- to five-year fixed multi-year appointments may be offered for the following:

a.Instructors and Lecturers;

b.Non-tenured or non-tenured earning Assistant Librarians, Associate Librarians, Librarians, Curators, and

Counselors/Advisors;

c.Scholars/Scientists, Research Associates, and Associate In/Assistant in

d.Clinical Faculty;13

e.Individuals who have officially retired from Universities or other organizations and who are at least 55 years of age;

f.Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment; and

g.Individuals who have held the rank of full Professor for at least seven (7) years at an institution of higher education.

2.Successive fixed multi-year appointments may be offered to eligible employees hired pursuant to Article 8.4(J)(1) as follows:

a.Criteria used to determine in which instances to offer successive appointments include consideration of the basis for the initial fixed multi- year appointment, evaluation of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives, and continuing program considerations. Such criteria shall be in writing and available to all eligible employees.

b.The employee will be advised in the penultimate year of the appointment that to be considered for a successive fixed multi-year appointment, the employee must submit a request and written documentation pursuant to written procedures established by the University. The University shall notify the employee in writing of its decision to offer or not offer a successive appointment by the beginning of the final year of the employee's current appointment.

#### **I.Continuing Multi-Year Appointments**

1.A continuing three (3)-year multi-year appointment (CMYA) may 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

#### **8.5Reclassification of an Employee to a Non-Unit Classification**

Employees shall be provided written notice thirty (30) days in advance, with a copy to UFF, when the University proposes to reclassify the employee to a classification which is not contained in the General Faculty bargaining unit. The employee may request a review of such action consistent with the provisions of Article 27.6 and UFF may discuss such action pursuant to Article 2, Consultation.

#### **Article 9 - Assignment of Responsibilities**

**9.1Policy.** The professional obligation is comprised of both scheduled and non-scheduled activities. The parties recognize that it is a part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, and other duties and responsibilities may be required to be performed at a specific time and place, other non- scheduled activities are more appropriately performed in a manner and place determined by the employee. All disputes relating to an employee's assignment under this Article shall be processed in accordance with the procedures in Appendix "F" of this Agreement, which shall be the exclusive method for resolving such disputes.

**9.2Considerations in Assignment.**

A. The employee shall be granted, upon written request, a conference with the person responsible for making the assignment to express concerns regarding

(1). the needs of the program or department/unit;

(2). the employee's qualifications and experiences, including professional growth and development and preferences;

(3). the character of the assignment, including but not limited to the number of hours of instruction, the preparation required, whether the employee has taught the course in the past, the average number of students enrolled in the course in past semesters and the time required by the course, whether travel to another location is required, the number of preparations required, the employee's assignments in other semesters, the terms and conditions of a contract or grant from which the employee is compensated, the use of instructional technology, the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments, and any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the employee; and

(4). the opportunity to fulfill applicable criteria for tenure, promotion, successive fixed multi-year appointments, and merit salary increases.

B. If the conference with the person responsible for making the assignment does not resolve the employee's concerns, the employee shall be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next higher level.

C. The University and the UFF recognize that, while the Legislature has described the minimum full academic assignment in terms of twelve (12) contact hours of instruction or equivalent research and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In like manner, the professional obligation of other professional employees is not easily susceptible of quantification. The University has the right, in making assignments, to determine the types of duties and responsibilities which comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

D. Furthermore, the University properly has the obligation constantly to monitor and review the size and number of classes and other activities, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.

E. No employee's assignment shall be imposed arbitrarily or unreasonably. If an employee believes that the assignment has been so imposed, the employee should proceed to address the matter through the procedures in Appendix "F" of this Agreement, which shall be the exclusive method for resolving such disputes. ~~Other claims of alleged violations of the Agreement with respect to employee assignments are subject to the provisions of Article 20, Grievance Procedure and Arbitration.~~

### 9.3 Annual Assignment.

A. Communication of Assignment. Employees shall be apprised in writing, at the beginning of their employment and at the beginning of each year of employment thereafter, of the duties assigned in teaching, research and other creative activities, public service, and of any other specific duties assigned for that year.

Except for an assignment made at the beginning of an employee's employment, the person responsible for making an assignment shall notify the employee prior to making the final written assignment. The assignment shall be communicated to employees no later than six (6) weeks in advance of its starting date, if practicable.

B. Instructional Assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. Within each semester,

activities referred to above shall be scheduled during contiguous weeks with the exception of spring break, if any.

C.Change in Assignment. Should it become necessary to make changes in an employee's assignment, the person responsible for making the change shall notify the employee prior to making such change and shall specify such change in writing.

D.Equitable Opportunity. Each employee shall be given assignments which provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for promotion, tenure, successive fixed multi-year appointments, and merit salary increases.

(1).For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at the university shall not be less than four years. The employee's annual assignment shall be included in the promotion file.

(2).For the purpose of applying this principle to tenure, assignments shall be considered over the entire probationary period and not solely over the period of a single annual assignment. The employee's annual assignment shall be included in the tenure file.<sup>16</sup>

~~(3).If an arbitrator determines that the employee was not provided an "equitable opportunity" as described in this section, the arbitrator may require the University to provide the "equitable opportunity" as described herein. The arbitrator also may retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity."~~

~~(4).~~(3).Nothing in this section should be interpreted to create an entitlement to an employee that denies or interferes with the right of the University to end the appointment of an employee pursuant to Article 12: Non-Reappointment, 13: Layoff and Recall, or 16: Disciplinary Action and Job Abandonment, provided the respective requirements and criteria for each of the Articles listed are maintained as applicable. This provision applies, but is not limited to, tenure earning employees who are in the probationary period to obtaining tenure.

#### 9.4Summer Assignment.

A.The summer instructional assignment, like that for the academic year, includes the normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as course preparation, minor curriculum development, lectures, evaluation of student efforts, consultations and conferences with students, and minor committee activities.

B.When a summer instructional appointment immediately follows the academic year appointment, the employee may be assigned reasonable and necessary non-instructional duties related to the summer instructional appointment prior to the conclusion of the academic year appointment.

#### 9.5Place of Employment.

A.Principal. Each employee shall be assigned one principal place of employment, as stated on the University employment contract. An employee shall be given at least nine (9) months' notice of a change in principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change, including concerns regarding considerations in assignment. as described in Article 9.2, above. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes, if practicable.

B.Secondary. Each employee, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment more than fifteen (15) miles from the employee's principal place of employment. The employee shall be granted upon written request, a conference with the person responsible for making the change to express concerns regarding such change.

If the assignment to a secondary place of employment is made within a regular full-time appointment, the supervisor is encouraged to make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment. Necessary travel expenses, including overnight lodging and meals, for all assignments not at the employee's principal place of employment shall be paid at the State rate and in accordance with the applicable provisions of State law.

**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.

**9.7 Equipment.** When equipment is required for classes, it is desirable that there be sufficient equipment to accommodate the students assigned thereto. The University and the UFF are committed to seek funding to provide for the replacement of obsolete equipment, recognizing the necessity for maintaining an adequate inventory of technologically current equipment.

**9.8 Workweek.** Scheduled hours for all employees shall not normally exceed forty (40) hours per week. Time shall be allowed within the normal working day for research, teaching, or other activities required of the employee, when a part of the assigned duties. Supervisors are encouraged to make appropriate reductions or adjustments in the number of hours scheduled in recognition of evening, night, and weekend assignments, and for periods when an employee is on call. Evenings, nights, and weekends when an employee is on call shall be considered in making other assignments. See Article 17.5, regarding schedule adjustment for holiday assignment.

**9.9 Instructional Technology.**

A. "Instructional technology material" includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee, and which are used to assist or enhance instruction.

B. The parties recognize the increasing development and use of technology, such as videotapes, interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between employee and student. This technology may be used in the context of distance learning. Furthermore, the parties also recognize that this technology should be used to the maximum mutual benefit of the University and the employee.

C. The University shall review the considerations stated in (1) through (4), below, which may be raised by employee development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other employee instructional activities and, therefore, be addressed by existing University policies and procedures. If the University concludes that new or revised policies are needed, they shall develop such policies and consult with UFF pursuant to Article 1.2(B), prior to their implementation.

(1). Recognition of that employee effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner which is appreciably greater than that associated with a traditional course;

(2). Training and development resources available to employees who have been assigned to provide instruction through the use of instructional technology/distance learning;

(3). Provisions for clerical, technical, and library support in conjunction with the assigned use of



instructional technology/distance learning; and

(4). Compensation, including recognition in an employee's assignment or provisions for extra University compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning.

D. The employee shall not make use of appreciable University support in the creation or revision of instructional technology materials unless the University approves such use in advance and in writing.

(1). Provisions governing releases to be obtained when the University has an interest in instructional technology are contained in Article 18.3(C)(3). Consistent with such provisions and prior to the use of the instructional technology materials described in Article 9.9, above, releases shall be obtained from persons appearing in, or giving financial or creative support to their development or use, and the employee shall certify that such development or use does not infringe upon any existing copyright or other legal right. The employee shall be liable to the University for judgments resulting from such infringements.

10.1 Policy.

(2). The University shall assist the employee in obtaining releases regarding instructional technology materials when:

- the University has asserted an interest in such materials; or
- the University has assigned the employee to develop such materials.

#### **Article 10 - Employee Performance Evaluations**

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 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.

B. Sustained Performance Evaluations. Tenured faculty members shall receive a sustained performance evaluation once every seven years following the award of tenure or their most recent promotion. The purpose of this evaluation is to document sustained performance during the previous six years of assigned duties and to encourage continued professional growth and development.

10.2 Sources and Methods of Evaluation.

A. In preparing the annual evaluation, the person(s) responsible for evaluating the employee may consider, where appropriate, information from the following sources: immediate supervisor, peers, students, employee/self, other university officials who have responsibility for supervision of the employee, and individuals to whom the employee may be responsible in the course of a service assignment, including public school officials when an employee has a service assignment to the public schools.

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.

10.3 Procedures.

the President or representative. Approval for the use of university facilities, equipment, or services shall be requested on a university form designated for that purpose and may be conditioned upon reimbursement for the use thereof.

19.7No University Affiliation. An employee engaging in outside activity shall take reasonable precautions to ensure that the outside employer or other recipient of services understands that the employee is engaging in such outside activity as a private citizen and not as an employee, agent, or spokesperson of the University.

## **Article 20 - Grievance Procedure ~~and Arbitration~~**

20.1Purpose. The parties encourage the informal resolution of grievances whenever possible. The purpose of this procedure is to promote prompt and efficient resolution of grievances. ~~Except for assignment grievances/disputes submitted under Appendix F,~~ this procedure shall be the sole and exclusive method for resolving grievances.

20.2 Definitions. As used herein:

A."Grievance" shall mean a dispute filed on the appropriate grievance form (attached to this procedure) concerning the interpretation or application of a specific term or provision of the Collective Bargaining Agreement, subject to those exclusions appearing in other articles of the agreement. The parties agree that counsels do not constitute disciplinary action. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the University's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.

B."Grievant" shall mean UFF, a member of the bargaining unit, or group of members of the bargaining unit who has/have filed a grievance in a dispute over a provision of the Collective Bargaining Agreement. The UFF may file a grievance in a dispute over a provision of this Agreement which confers rights upon the UFF. Where several employees have essentially the same grievance, the parties may agree to consolidate the grievances. Where the parties agree to consolidation one grievance form may be attached bearing the signature of the grievant. A separate mutual agreement must be obtained to maintain the grievances as consolidated at each step of the grievance ~~and arbitration~~ process.

C.Grievance Form Requirements. Each grievance, request for next step of review ~~and notice of arbitration~~ must be submitted in writing on the appropriate grievance form (attached to this procedure) and shall be signed by the grievant. If there is difficulty in meeting any time limit, the UFF representative may sign such documents for the grievant; however, grievant's signature shall be provided prior to the Step 2 meeting. All grievance forms shall be dated when the grievance is received by the University. The grievance forms may be filed by facsimile, United States mail, or any other recognized means of delivery, excluding electronic mail.

20.3Resort to Other Procedures. It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure ~~and arbitration process~~. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, the grievant requests, in writing, resolution of the matter in any other forum, whether administrative or judicial, the University shall have no obligation to entertain or proceed further with the grievance under this grievance procedure. As an exception to this provision, a grievant may file a federal EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. section 2000e et seq.

20.4Burden of Proof. In all grievances except disciplinary grievances, the burden of proof shall be on the employee. In disciplinary grievances, the burden of proof shall be on the University.

20.5Representation. The UFF shall have the exclusive right to represent any employee in a grievance filed hereunder, unless an employee elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by the UFF, the University shall promptly inform the UFF in writing

of the grievance. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement and for this purpose the UFF shall have the right to have an observer present at all meetings called for the purpose of discussing such grievance and shall be sent copies of all decisions at the same time as they are sent to other parties.

20.6 Identification of Grievance Representatives. UFF shall annually provide to the University a list of all persons authorized to act as UFF grievance representatives and shall update the list as needed.

20.7 Duties of Grievance Representatives and Grievant.

A. The UFF grievance representative shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings. Should any hearings or meetings necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

B. Prior to participation in any grievance proceedings, conferences, or meetings, the grievant shall make arrangements acceptable to the appropriate supervisor for the performance of the grievant's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside regular working hours shall not be counted as time worked.

C. When an employee participates during working hours in ~~an arbitration proceeding or in~~ a grievance meeting between the grievant or representative and the University, that employee's compensation shall neither be reduced nor increased for time spent in those activities.

20.8 Formal Grievance Procedure.

A. Filing.

(1). A grievance shall be filed with the designated university representative at Step 1 within thirty (30) days following the act or omission giving rise thereto, or the date on which the grievant knew or reasonably should have known of such act or omission if that date is later. 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 amended one time, prior to the Step 2 meeting.

(2). The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under university procedures which may otherwise be available to address such matters. This grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits provided exclusively by the Collective Bargaining Agreement. Only those acts or omissions and sections of the Collective Bargaining Agreement identified at the initial filing or as amended in one (1) above may be considered at subsequent steps.

(3). The grievant may seek redress of alleged salary discrimination by filing a grievance under the provisions of this article. An act or omission giving rise to such a grievance may be the employee's receipt (including the posting of an employee's salary warrant or pay 'stub' to the GEMS website for those employees who receive their pay by direct deposit) of the employee's salary warrant for the first full-pay period in which the annual salary increases referenced in the article concerning salary are reflected.

B. Time Limits. All time limits may be extended by mutual agreement of the parties. Upon failure of the University to provide a decision within the time limits provided in this Article, the grievant or the UFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or the UFF, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

C. Step 1. All grievances shall be placed in informal resolution status for thirty (30) days unless both

the University and UFF agree otherwise. During the informal resolution period efforts to resolve the grievance informally shall be made. Additional extensions may be granted upon mutual agreement. Upon request of the grievant or grievant's representative, the University representative shall, during the informal resolution period(s), arrange an informal meeting between the appropriate administrator and the grievant. The grievant shall have the right to representation by the UFF during attempts at informal resolution of the grievance. If the grievance is not satisfactorily resolved during the initial informal resolution period, the grievant may give written notice requesting Step 2 review within seven (7) days from the expiration of the initial Step 1 period. If the grievant does not request a Step 2 review within seven (7) days from the expiration of the initial informal resolution period or if any extension of that period expires without the grievant filing a request for Step 2 review, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further. The expiration of the seven (7) day period shall be evidenced by a receipt executed by the office receiving the request for Step 2 review, or by the date of mailing as determined by the postmark.

D. Step 2.

(1).Meeting. The designated University representative and the grievant and/or the grievant's representative shall agree to meet within fifteen (15) days following receipt of the written notice requesting Step 2 review. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the grievant's representative or the grievant's legal counsel (if selected pursuant to 20.5. Representation) and the designated university representative shall discuss the grievance.

(2).Decision. The designated University representative shall issue a written decision, stating the reasons therefore, to grievant's Step 2 representative within thirty (30) days following the conclusion of the meeting. 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. A copy of the decision shall be sent to the grievant, to the grievant's representative and to UFF if grievant elected self-representation or representation by legal counsel.

(3).Documents. All documents referred to in the Step 2 decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 2 meeting, the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.

E. Step 3-Arbitration. Personnel actions or decisions regarding faculty (including but not limited to the areas of evaluation, promotion, tenure, discipline, or termination) may not be appealed beyond the University president or designee. Such actions or decisions have as their terminal step a final agency disposition, which must be issued in writing to the faculty member and are not subject to arbitration.

(1).Step 3 Filing. If the grievance has not been satisfactorily resolved at Step 2, UFF may, upon the request of the grievant, ~~proceed to arbitration~~ appeal to the President or designee by filing a written notice of ~~appeal~~the intent to do so. Notice of ~~appeal intent to proceed to arbitration~~ must be filed with the ~~designated University representative~~President or designee 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 Step 3 written~~ decision. ~~The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability as described in Article 20.8(E)(4) below.~~

(+)(2).Step 2 Documentation. A copy of the Step 2 decision, all documents referred to in the Step 2 decision, and any additional documents presented by the grievant at Step 2 shall be forwarded to the President or designee by the grievant when the notice of appeal/Step 3 is filed. The notice of appeal/Step

3 shall include a short and concise statement from the grievant or grievant's representative identifying the specific personnel action or decision being appealed and the specific provision of the CBA that is involved in the appeal, and explaining the alleged CBA violation.

~~Selection of Arbitrator. Once a grievance is escalated to Arbitration, the parties may prefer to mutually agree on an Arbitrator. Otherwise, the moving party shall file a request with the Federal Mediation and Conciliation Service (FMCS) for a panel of Arbitrators. Within fourteen (14) days after receipt of the panel 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. The arbitration shall be held within sixty days following the selection of the Arbitrator, except as mutually agreed to by the parties.~~

~~(2).~~ (3). Authority of the Arbitrator/Step 3 Designee.

a. The ~~arbitrator~~ Step 3 Designee shall neither add to, subtract from, modify, nor alter the terms or provisions of the Collective Bargaining Agreement. The ~~arbitrator's~~ Step 3 Designee's decision shall be confined solely to the application and/or interpretation of the Collective Bargaining Agreement and the precise issue(s) submitted ~~for arbitration to Step 3 (which issue cannot be broader than the issue submitted in Step 2).~~ The ~~arbitrator~~ Step 3 Designee shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.

b. Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding tenure or promotion, the ~~arbitrator~~ Step 3 Designee shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the ~~arbitrator~~ Step 3 Designee review such decision except for the purpose of determining whether the decision has violated the Collective Bargaining Agreement. If the ~~arbitrator~~ Step 3 Designee determines that the Collective Bargaining Agreement has been violated, the ~~arbitrator~~ Step 3 Designee shall direct the University to take appropriate action. An ~~Step 3 Designee~~ arbitrator may award back salary where the ~~Step 3 Designee~~ arbitrator determines that the employee is not receiving the appropriate

salary from the University, but the ~~Step 3 Designee~~ arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment, or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

c. An ~~Step 3 Designee's~~ arbitrator's decision awarding employment beyond the sixth year shall not entitle the employee to tenure. In such cases the employee shall serve during the seventh year without further right to notice that the employee will not be offered employment thereafter. If an employee is reappointed at the direction of ~~an arbitrator~~ the Step 3 Designee, the President or ~~representative designee~~ may reassign the employee during such reappointment.

~~(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).~~

~~(5) Conduct of Hearing/Step 3 Meeting. The arbitrator/Step 3 Designee shall hold the hearing a meeting on the Tampa campus in Tampa, Florida, unless otherwise agreed by the parties. The hearing meeting will take place shall commence within twenty-five/thirty (30/25) days of the arbitrator's notice of appeal/acceptance of selection, or as soon thereafter as is practicable. The Step 3 Designee will review the Step 2 file provided with the notice of appeal, as well as the documentary evidence presented by the parties at the meeting, and will listen to each side's respective arguments. The Step 3 Designee may ask questions of the parties. 5 and 4~~ The ~~Step 3 Designee~~ arbitrator shall issue ~~the a~~ a written decision within forty-five (45) days of the close

of the hearing-Step 3 meeting or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. ~~Except as expressly specified in this procedure, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of the Collective Bargaining Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.~~

~~Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the University, the UFF, and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Section 682.13, Florida Statutes.~~

~~Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this agreement, the parties agree that such an appeal shall be filed in the courts in Hillsborough County, Florida, unless both parties specifically agree otherwise in a particular instance.~~

~~Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a court reporter to record the proceedings and shall be solely responsible for the appearance fees of the court reporter and the cost of any transcripts of the proceedings which that party may order. The requesting party shall, at its expense, photocopy the copy of the transcript received from the reporter and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.~~

~~Retroactivity. The Step 3 decision An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed.~~

20.9 Filings and Notification. All documents related to grievances required or permitted to be issued or filed may be transmitted by United States mail, email, or other recognized delivery service as described in Article 3.2C. In the event that any action falls due on a Saturday, Sunday, or holiday (as defined in this Agreement), the action will be considered timely if it is accomplished by 5:00 P.M. on the following business day.

20.10 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the President of the University and the UFF acting through its President or representative.

20.11 Processing.

A. The filing or pendency of any grievance ~~or arbitration~~ proceedings under this procedure shall not operate to impede, preclude, or delay the University from taking the action complained of, nor shall it toll the action or decision of the University (including the termination of pay and benefits of a suspended or terminated faculty member). Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or non-reappointment. An employee with a pending grievance will not continue to be compensated beyond the last date of employment.

B. The University may refuse consideration of a grievance not filed or processed in accordance with this procedure.

20.12 Reprisal. No reprisal of any kind will be made by the University, or UFF against any grievant, any witness, any UFF representative, or any other participant in the grievance procedure by reason of such participation.

20.13 Records. All written materials pertinent to a grievance shall be filed separately from the evaluation file of the grievant or witnesses, except decisions resulting from arbitration or settlement.

20.14 Inactive Grievances. A grievance which has been filed at Step 3 and on which no action has been taken by the grievant or UFF for ninety (90) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.

20.15 Non-Binding Mediation. 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 Service (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.

### **Article 21 - Other Employee Rights**

21.1 Professional Meetings. Employees should be encouraged to and may, with the approval of the supervisor, attend professional meetings, conferences, and activities. Subject to the availability of funds, the employee's expenses in connection with such meetings, conferences, or activities shall be reimbursed in accordance with the applicable provisions of State law and university rules.

21.2 Office Space. Each employee shall be provided with office space which may be on a shared basis. The parties recognize the desirability of providing each employee with enclosed office space with a door lock, office equipment commensurate with assigned responsibilities, and ready access to a telephone. Each employee shall, consistent with building security, have reasonable access to the employee's office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis. Before an employee's office location is changed, or before there is a substantial alteration to an employee's office to a degree that impedes the employee's work effectiveness, the affected employee shall be notified, if practicable, at least one (1) month prior to such change.

21.3 Safe Conditions. Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate administrator shall reply to the concern, in writing, if the employee's concern is communicated in writing.

#### **21.4 Limitation on Personal Liability.**

A. In the event an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee should notify the General Counsel's office as soon as possible after receipt of the summons commencing the action in order that the University may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.

B. For information purposes, the following pertinent language of Section 768.28(9), Florida Statutes, is reproduced herein.

No officer, employee, or agent of the State or its sub-divisions shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his employment or function unless such officer, employee or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety or property.

21.5 Travel Advances. The University will, to the extent permitted by State law and rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer

than five (5) consecutive days.

21.6 Working Papers Rights. Consistent with law and the provisions of this agreement, and the legitimate interests of the University, employees shall have the right to control of their personal correspondence, notes, raw data, and other working papers.

21.7 Protection for Whistleblowers. Employees are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

## **Article 22 - Professional Development Program and Sabbaticals**

### **22.1 Professional Development Leave.**

A. Policy. Professional development leave shall be made available to employees who meet the requirements set forth below. Such leaves are granted to increase an employee's value to the University through enhanced opportunities for professional renewal, educational travel, study, formal education, research, writing, or other experience of professional value, not as a reward for service.

B. Types of Professional Development Leave. Each year, the University or its representatives will make available at least one (1) professional development leave at full-pay for one (1) semester or its equivalent (for example, leave at half-pay for two (2) semesters), for each twenty (20) eligible employees, subject to the conditions set forth below.

C. Eligibility for Professional Development Leave. Full-time employees with three (3) or more years of service shall be eligible for professional development leaves, except those employees who are serving in tenure-earning or tenured positions. An employee who is compensated through a contract or grant may receive a professional development leave only if the contract or grant allows for such leaves and the employee meets all other eligibility requirements. Eligible employees shall be notified annually regarding eligibility requirements and application deadlines.

#### **D. Application and Selection.**

(1). Application for professional development leave shall contain an appropriate outline of the project or work to be accomplished during the leave.

(2). The University or its representative shall select applicants when the university believes that completion of the project or work would improve the productivity of the department or function of which the employee is a part. Criteria for selection of professional development leave applicants shall be specified by the University and made available to eligible employees.

(3). No more than one (1) employee in each department/unit need be granted leave at the same time.

#### **E. Terms of Professional Development Leave.**

(1). The employee must return to university employment for at least one (1) academic year

following the conclusion of such leave. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of salary received during the program may be required in those instances where neither of the above is satisfied.

(2). An employee who fails to spend the time as stated in the application shall reimburse the University for the salary received during such leave.

(3). Employees shall not normally be eligible for a second professional development leave until three (3) years of continuous service are completed following the previous leave.

(4). The employee must provide a brief written report of the employee's accomplishments during the professional development leave to the President or representative upon return to the University.

(5). Contributions normally made by the University to retirement and Social Security programs shall be continued on a basis proportional to the salary received. University contributions normally made to



employee insurance programs and any other employee benefit programs shall be continued during the professional development leave.

(6).Eligible employees shall continue to accrue annual and sick leave on a full-time basis during the professional development leave.

(7).While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other professional development leave-related expenses, from sources other than the University such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the professional development leave. Receipt of funds for such purposes shall not result in reduction of the employee's university salary. Grants for such financial assistance from other sources may, but need not, be administered through the university. If financial assistance is received in the form of salary, the university salary shall normally be reduced by the amount necessary to bring the total income of the professional development leave period to a level comparable to the employee's current year salary rate. Employment unrelated to the purpose of the professional development leave is governed by the provisions of Article 20, Conflict of Interest And Outside Activity.

## 22.2 Other Study Leave.

A.Job-Required. An employee required to take academic course work as part of assigned duties shall not be required to charge time spent attending classes during the work day to accrued leave.

B.Job-Related. An employee may, at the discretion of the supervisor, be permitted to attend up to six (6) credits of course work per semester during work, provided that:

(1). The course work is directly related to the employee's professional responsibilities;

(2).The supervisor determines that the absence will not interfere with the proper operation of the work unit;

(3).The supervisor believes that completion of the course work would improve the productivity of the department or function of which the employee is a part; and

(4).The employee's work schedule can be adjusted to accommodate such job-related study without reduction in the total number of work hours required per pay period.

C.Employees may, in accordance with this Article, use accrued annual leave for job-related study.

## 22.3 Sabbaticals.

A.Policy. Sabbaticals for professional development are to be made available to employees who meet the requirements set forth below. Such sabbaticals are granted to increase an employee's value to the University through enhanced opportunities for professional renewal, planned travel, study, formal education, research, writing, or other experience of professional value, not as a reward for service.

### B. Types of Sabbaticals.

(1).The University will make available to each employee whose application has been reviewed by the University, a sabbatical for two (2) semesters (i.e., one (1) academic year) at half-pay, subject to the conditions set forth below. The University may, with the approval of the local UFF Chapter, provide sabbaticals that are equivalent to the two (2) semester half-pay sabbaticals.

(2). Each year, the University will make available at least one (1) sabbatical at full-pay for one

(1) semester for each twenty-five (25) eligible employees, subject to the conditions set forth below. The University may, with the approval of the local UFF Chapter, provide sabbaticals that are equivalent to the one (1) semester, full-pay sabbaticals.

C.Eligibility for Sabbaticals. Faculty shall be eligible for the sabbaticals described in 22.3B (1), (2) and (3) above as full-time tenured employees with at least six (6) years of full-time service. An employee may apply for a sabbatical in the sixth year of full time service or the year following tenure, whichever is later. An

employee who is compensated through a contract or grant may receive a sabbatical only if the contract or grant allows a sabbatical and the employee meets all other eligibility requirements.

#### D. Application and Selection.

(1). Applications for sabbaticals shall be submitted in accordance with university procedures established through the consultation process (Article 2). Each application shall include a statement describing the program and activities to be followed while on sabbatical, the expected increase in value of the employee to the University and the employee's academic discipline, specific results anticipated from the leave, any anticipated supplementary income, and a statement that the applicant agrees to comply with the conditions of the sabbatical program as described in Article 22.3(D)(3) below.

(2). Sabbaticals at half-pay shall be granted unless the University has determined that the conditions set forth in this Section have not been met or that departmental/unit staffing considerations preclude such sabbatical from being granted. In this latter instance, the employee shall be provided the sabbatical the following year, or at a later time as agreed to by the employee and the University. The period of postponement shall be credited for eligibility for a subsequent sabbatical.

(3). Applications for one semester at full-pay sabbaticals must be evaluated and graded by the faculty Sabbatical Committee on the quality of the research proposal. If the applicant has had a prior one semester at full-pay sabbatical, then the current application must show what was produced during the prior sabbatical and its benefits to the University and the employee. If there are more applicants for one (1) semester sabbaticals at full-pay than available sabbaticals, the committee shall rank the applicants. The committee shall be elected by and from among in-unit employees who have met the initial first six years of eligibility for sabbatical leave as specified in Article 22.3(C) above. The committee chairperson shall be selected by the President or representative. The committee, in ranking the applicants, shall consider the benefits of the proposed program to the employee, the University and the profession; an equitable distribution of sabbaticals among colleges, divisions, schools, departments, and disciplines within the University; the length of time since the employee was relieved of teaching duties for the purpose of research and other scholarly activities; and length of service since previous sabbatical or initial appointment. The committee shall submit ranked lists of recommended employees to the President or representative. The President or representative shall make appointments from the lists and consult with the committee prior to an appointment that does not follow the committee's rankings.

(4). In order to accommodate the autonomous financial organizational structure, the University may divide the committee into subcommittees where the members of each subcommittee evaluate and rank applications from employees in a coherent organizational component of the University, as long as competitive sabbatical opportunities are apportioned proportionately by eligible employees among the organizational components assigned to each subcommittee.

(5). No more than one (1) employee in a department/unit need be awarded a sabbatical at the same time.

#### E. Terms of Sabbatical Program.

(1). While on sabbatical, the employee's salary shall be one half-pay for two (2) semesters (one (1) academic year) or full-pay for one semester.

(2). The employee must return to the University for at least one (1) academic year following participation in the program. Agreements to the contrary must be reduced to writing prior to participation. Return to the University of salary received during the program may be required in those instances where neither of the above is satisfied.

(3). The employee must, within thirty (30) days upon returning from the sabbatical, provide a concise written report of the employee's accomplishments during the sabbatical to the President or representative. This report shall include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect the employee and the University, and research or other scholarly work produced or expected to be produced as a result of the sabbatical.

(4).Employees shall not normally be eligible to take another paid sabbatical until six (6) years of continuous service are completed following the prior sabbatical.

(5).Contributions normally made by the University to retirement and Social Security programs shall be continued on a basis proportional to the salary received. University contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the sabbatical.

(6).Eligible employees shall continue to accrue annual and sick leave on a full-time basis during the sabbatical.

(7).While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other sabbatical-related expenses, from sources other than the University such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes shall not result in reduction of the employee's university salary. Faculty on one-half pay sabbaticals may receive salary from University grants or contracts at a level that would make total compensation no greater than the faculty member's full-time salary rate for the sabbatical period. In order for the faculty member to use grant or contract funds through the University to supplement salary while on sabbatical leave the following conditions must be met: (1) the nature of the grant/contract activity must be congruent with the proposed sabbatical activities and participation in the grant/contract activities must contribute to the accomplishment of the sabbatical objectives; (2) the granting/contracting agency must allow for such an arrangement; (3) gross salary drawn from the grant/contract during the sabbatical period cannot exceed one-half of the faculty member's gross USF salary for those on half-pay sabbaticals; (4) the faculty member must be named in the grant/contract and appear as a budgeted salary line item; and (5) the faculty member must submit a signed statement from the faculty member's chair/director or campus chief executive officer verifying that the above conditions have been satisfied, either as part of the sabbatical application or prior to taking the sabbatical as appropriate. If financial assistance is received in the form of salary, the University salary shall normally be reduced by the amount necessary to bring the total income of the sabbatical period to a level comparable to the employee's current year salary rate. Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of Article 19, Conflict of Interest and Outside Activity.

22.4Retraining. The University may, at its discretion, provide opportunities for retraining of employees when it is in the University's best interests. Such opportunities may be provided to employees who are laid off, to those who are reassigned, or in other appropriate circumstances. These retraining opportunities may include enrollment in tuition-free courses under the provisions of Article 24.7, and Sabbaticals or Professional Development Leaves under this Article.

## **Article 23 - Salaries**

23.1 Pay Plan. Ranked Faculty (Lecturers, Instructors, Assistant Professors, Associate Professors, Professors, and equivalent Librarian ranks); non-ranked faculty; and in-unit Administration employees:

~~A. 2021-2022 Merit Lump Sum Bonus~~

- ~~1. The University will provide a pool of funds to each department for a payment of Two Thousand Dollars (\$2,000), which will be distributed on the date described in Section 23.1E as a one time lump sum performance based bonus payment to each eligible employee as defined in Section 23.1A2 and 23.1D2. Such bonus payment shall not be added to the base.~~

A. 2024-25 Merit Base Increase

1. The University shall provide a pool of funds to each department for increases equal to three and one half percent (3.50%) of the August 7, 2024, in-unit employee salary base to be distributed as set forth in Section 23.1E.B. to all eligible in-unit employees as defined in Section 23.1.A.2(b) through (e), and in Section 23.1D.(a) through (d).

2. Eligible employees in Section 23.1.A.1 are those employees who meet the following criteria:

- ~~a) Are Have been~~ continuously employed as ranked faculty, non-ranked faculty, and in-unit administration employees ~~prior to~~from on or before August 7, 2024, and must be employed on the date the increase is paid through the date the bonus is paid; and
- b) Have received a satisfactory and above (a minimum score on the most recent annual evaluation of at least 3.0 on a 5.0 point numerical rating scale). New hires with no evaluation are excluded from this pool as are employees with no evaluation on file within two academic years of full ratification. This pool shall be distributed at the department level.
- c) Do not have any active performance improvement plans on records; and
- ~~d) Are actively employed on the date the bonus is paid, and~~
- e)d) Do not fall within Section 23.1.A.3D2.

~~B.A. 2022-23 Merit Base Increase~~

- ~~1. The University shall provide a pool of funds to each department for increases equal to three and one half percent (3.5%) of the August 7, 2022, in-unit employee salary base to be distributed as set forth in Section 23.1E to all eligible in-unit employees as defined in Section 23.1A2(b) through (e), and in Section 23.1D.~~

~~C. 2023-2024 Merit Base Increase~~

- ~~1. The University shall provide a pool of funds to each department for increases equal to two percent (2%) of the August 7, 2023, in-unit employee salary base to be distributed to all eligible in-unit employees as defined in Section 23.1A2 (b) through (e), and in Section 23.1D.~~

~~D. Additional Eligibility Requirements:~~

~~1. To be eligible for the merit base increases set forth in Sections 23.1B1, and 23.1C1 employees must also have been continuously employed from on or before, August 7, 2022, and August 7, 2023, respectively, and must be employed on the date the increase is paid.~~

~~2.3. Employees who are on visiting appointments, temporary appointments or who have received notice of non-reappointment or dismissal or who have resigned with an effective date occurring prior to the effective date of the merit one time lump sum bonus and merit base salary increases described in this Article are not eligible to receive the bonus and increases described in this Article.~~

E.B. Effective Dates.

The effective dates of the ~~merit one time lump sum bonus and~~ merit base wage increases described in Sections 23.1.A.1, 23.1B1 and 23.1C1 shall be as soon as practicable after ratification, but no later than six

~~(6) weeks after ratification~~ by the Board of Trustees, ~~and no later than six (6) weeks after ratification,~~ and with respect to the merit base increases, ~~no later than September 1, 2022, and September 1, 2023, respectively.~~ The Board of Trustees will vote on ratification of this contract as soon as practicable, but no later than three ~~(3) weeks after UFF ratifies it.~~

### 23.2 Contract and Grant Funded Increases.

Employees on contracts or grants shall receive salary increases equivalent to similar employees on state funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules

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of the funding agency, and adequate funds are available for this purpose in the contract or grant.

### 23.3 Type of Payment for Assigned Duties.

Employees shall be paid from salary dollars for all assigned duties up to the established FTE on the position and from OPS dollars for assigned duties in excess of the established FTE on the position. Employees on 9-month appointments shall be paid during the Summer Terms, if appointed, from salary dollars up to 1.0 FTE if appointed in the home department/unit. Appointments in excess of 1.0 FTE shall be paid from OPS dollars. Employees may be paid from OPS dollars for assignments outside employees' home departments/units and for work on USF funded internal grant programs.

### 23.4 Salary Adjustments.

- A. The University shall retain the authority to make salary adjustments for employees for extra compensation and verified counteroffers and to make salary adjustments for market equity, including compression/inversion. Also, the University shall retain the authority to enter into financial settlements with employees in the settlement of grievances and lawsuits and other disputes. There is no total annual limit on the expenditures in the cases listed above. In addition, the University retains the authority to make salary adjustments and to provide cash bonuses for special achievements and to develop and implement plans to provide additional base salary or lump sum increases for excellence in research, teaching, service and other assigned duties so long as the total expenditures do not exceed 1.0% of the August 7 in-unit employee salary base of the year adjustments are made. In addition, any remaining discretionary expenditure authority based on the prior in-unit salary base shall be added to the 1.0% discretionary base described above.
- B. Employees in the College of Nursing who are participants in any practice plan or group developed by the College will be eligible to receive bonuses or additional types of extra compensation paid entirely from clinical revenue. Payments made from clinical revenue are not subject to any caps outlined in this Agreement.

### 23.5 Report to Employees.

All employees shall receive notice of their salary increases through their University email account prior to the implementation of the salary increases described in this Article. Upon written request, an employee shall have the opportunity to consult with the person or committee which makes the initial and final recommendation for salary increases.

### 23.6 Report to UFF.

Written reports shall be provided without cost by USF to the UFF indicating all salary and compensation adjustments and bonuses made on a quarterly basis pursuant to Articles 8.4D, 23.1\_A\_1, ~~23.1B1, 23.1C1,~~ and 23.4\_A by amount, nature of adjustment, name, rank department and college. The information shall be provided no later than sixty (60) business days following the close of a quarter.

### 23.7 Salary Equity Study.

The University will study salary equity and develop a program to address salary equity issues. Program details shall be determined by the University. The Union may request consultation on program details.

## **Article 24 - Benefits**

24.1 Benefits Improvements. The University and UFF support legislation to provide adequate and affordable health insurance to all employees.

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24.2 Part-Time Employees. Part-time employees, except those in positions funded from temporary “Other Personal Services funds”, are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services and the Division of Retirement. Part-time employees should contact the Human Resources office on their campus to determine the nature and extent of the benefits for which they are eligible.

24.3 Retirement Credit. Retirement credit for employees who are authorized to take uncompensated or partially compensated leaves of absence shall be granted in accordance with State law and the rules of the Division of Retirement as they may exist at the time leave is granted. The current Florida Retirement System rules also require that to receive full retirement credit, the employee on uncompensated or partially compensated leave must make payment of the retirement contribution that would otherwise be made by the University, plus interest, if applicable. Employees who are to take such a leave of absence should contact the Human Resources office on their campus for complete information prior to taking the leave.

#### 24.4 Benefits for Retired Employees.

Employees retired from the University shall be eligible, upon request, and on the same basis as other employees, subject to University policies, to receive the following benefits from the University:

- (1). Retired employee identification cards;
- (2). Use of the University library (i.e., public rooms, lending and research service);
- (3). Listing in the University directory;
- (4). Placement on designated University mailing lists;
- (5). A University parking decal;
- (6). Use of University recreational facilities (retired employees may be charged fees different from those charged to other employees for the use of such facilities);
- (7). The right to enroll in courses without payment of fees in accordance with the provisions of Section 1009.26(4), Florida Statutes;
- (8). A mailbox in the department/unit from which the employee retired, subject to space availability; and
- (9). University e-mail address.

#### 24.5 Optional Retirement Program.

A. An Optional Retirement Program is provided for employees who are employed for no less than one academic year in accordance with Florida Statutes and applicable rules of the Division of Retirement.

B. The parties agree to inform eligible employees regarding the existence of the Optional Retirement Program.

C. If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, whether administered by the University or State agency, the UFF has a right to consult with the University regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the University's statutory authority.

#### 24.6 Phased Retirement Program.

##### A. Eligibility.

- (1). Employees who have accrued at least six (6) years of creditable service in the Florida or Teachers



Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those employees referenced in Article 24.6(A)(2), are eligible to participate in the Phased Retirement

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Program. Such eligibility shall expire on the employee's 63rd birthday. Employees who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Employees who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).

(2). Employees not eligible to participate in the Phased Retirement Program include those who have received notice of non-reappointment, layoff, or termination and those who participate in the State's Deferred Retirement Option Program (DROP).

B. Program Provisions.

(1). All participants must retire and thereby relinquish all rights to tenure as described in Article 15, Tenure, except as stated otherwise in this Article. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.

(2). Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.

(3). Re-employment.

a. Prior to re-employment, participants in the Phased Retirement Program must remain off the University payroll for one (1) calendar month following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must comply with the re-employment limitations that apply to the second through twelfth month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.

b. Participants shall be offered re-employment, in writing, by the University under a temporary contract (NOTE: exceptions to this provision are described in Article 24.6(B)(13) below) for one-half of the academic year, however, the University and employee may agree to less than one-half of the academic year. The written re-employment offer shall contain the text of Article 24.6(B)(3)d below.

c. Compensation during the period of re-employment shall be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment shall be scheduled within one (1) semester unless the participant and the University agree otherwise, beginning with the academic year next following the date of retirement and subject to the condition outlined in Article 24.6(B)(3)a above.

d. Participants shall notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty (30) days after the employee's receipt of the written re-employment offer. Failure to notify the University regarding re-employment may result in the employee's forfeiting re-employment for that academic year.

(4). Leave for Illness/Injury.

a. Each participant shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave shall be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours (½ day) when the participant is unable to perform assigned duties as a result of illness or injury of the participant or a member of the participant's immediate family. For the purposes of this Section, immediate family shall include the participant's spouse, mother, father, brother, sister, natural, adopted, or step child, or other relative living in the participant's household.

b. Such leave may be accumulated; however, upon termination of the post-retirement re-employment

period, the participant shall not be reimbursed for unused leave.

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(5). Personal Non-Medical Leave.

a. Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve (12) month appointment shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. This leave is to be used in increments of not less than four (4) hours (½ day) for personal reasons unrelated to illness or injury. Except in the case of emergency, the employee shall provide at least two (2) days' notice of the intended leave. Approval of the dates on which the employee wishes to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.

b. Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave upon termination of the post-retirement period.

(6). Re-employment Period.

a. The period of re-employment obligation shall extend over five (5) consecutive academic years, beginning with the academic year next following the date of retirement. No further notice of cessation of employment is required.

b. The period of re-employment obligation shall not be shortened by the University, except under the provisions of Article 16 of the Agreement. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured employees or non-tenure-earning employees with five (5) or more years of continuous service, as appropriate, for purposes of Articles 13.2(A) and 13.2(B) of the Agreement.

(7). Declining Re-employment. A participant may decline an offer of re-employment during any academic year. Such a decision shall not extend the period of re-employment beyond the period described in Article 24.6(B)(5)b above. At the conclusion of the re-employment period, the university may, at its option, continue to re-employ participants in this program on a year-to-year basis.

(8). Salary Increases. Participants shall receive all increases guaranteed to employees in established positions, in an amount proportional to their part-time appointment, and shall be eligible for non-guaranteed salary increases on the same basis as other employees.

(9). Preservation of Rights. Participants shall retain all rights, privileges, and benefits of employment, as provided in laws, rules, the USF/UFF Agreement, and university policies, subject to the conditions contained in this Article.

(10). Payroll Deductions. The UFF payroll deductions, as specified in Article 25, if applicable, shall be continued for a program participant during each re-employment period, upon request of the employee.

(11). Contracts and Grants. Nothing shall prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.

(12). The employee's decision to participate in the Phased Retirement Program and to resign the employee's established position is irrevocable after the required approval document has been executed by all parties.

(13). Temporary Employment Exception. The provisions for re-employment on a temporary contract are in effect only for new PRP participants whose initial re-employment occurs during the 1992-93 academic year or thereafter.

C. PRP Information Document. The parties agree to jointly develop written information describing the current provisions of the Phased Retirement Program in this Agreement.

24.7 Free University Courses for Employees. 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.

24.8 Free University Courses for Dependents, Spouses, and Domestic Partners. Full-time employees may transfer unused credit hours of instruction per term (Fall, Spring, or Summer), to a dependent, spouse, or domestic partner at the University without payment of tuition. Program details and operation, eligibility requirements, funding levels will be determined by the University and be consistent with the requirements of Florida Statutes. The Union may request consultation on program details. For purposes of this Paragraph, "dependent" shall include biological child, child with a qualified medical support order, legally adopted child, or child placed in the home for the purpose of adoption in accordance with applicable State and Federal laws through the end of the calendar year in which he/she turns age 26; and "domestic partner" shall include an individual who shares a committed, mutually dependent relationship with a full-time employee.

24.9 Employee Assistance Programs. Employees shall have access to any Employee Assistance Program (EAP) of the University. Such program may include assessment, referral, follow-up consultation, short-term counseling, and other services for employees with personal, family, job stress, or substance abuse problems. Any policies created or revised by the university in the development or operation of its EAP shall be discussed in consultation with the local UFF Chapter.

24.10 Pre-tax Benefits Program. In accordance with IRS regulation and law the University shall continue to provide a pre-tax benefits program for salaried employees which includes the opportunity to: (1) pay for their State insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and dependent care expenses.

24.11 Domestic Partner Benefits.

The University will fund a stipend for eligible employees to be used toward the purchase of health insurance for a same or opposite sex domestic partner of an eligible employee. Program details and operation, eligibility criteria, verification of domestic partnership, proof of health insurance coverage, and stipend amount shall be determined by the University. The costs associated with the administration, operation and stipends shall be paid by the University from legally permissible, non-state funds. The Union may request consultation on program details. The University will implement this program as soon as practicable.

24.12 Early Retirement Incentive.

In 2010 the University will create a program to provide a onetime lump sum payment to eligible employees that will serve as an early retirement incentive. Program details and operation, eligibility requirements, funding levels and the lump-sum payment amount will be determined by the University and be consistent with the requirements of Florida Statutes. The Union may request consultation on program details. The continuation of this program beyond 2010 is at the discretion of the University.

24.13 The University and the United Faculty of Florida shall appoint a system wide committee, within forty-five (45) days of the ratification of the Collective Bargaining Agreement to discuss all aspects of evaluation by students of the teaching/instruction by employees. The University President or representative shall appoint the university members of the committee and the President of the University Chapter of the United Faculty of Florida shall appoint the United Faculty of Florida members of the committee.

24.14 The University and the United Faculty of Florida shall appoint a system wide committee, within for-  
five (45) days of the ratification of the Collective Bargaining Agreement to discuss all aspects of the

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recording, reproduction, retention and use by the University of an employee's work product and presentations employed by an employee in teaching/instruction in the traditional classroom, online, distance learning and all other forms of delivery. The University President or representative shall appoint the university members of the committee and the President of the University Chapter of the United Faculty of Florida shall appoint the United Faculty of Florida members of the committee.

## Article 25 - Payroll Deduction

Pursuant to the provisions of Section 447.303, Florida Statutes, the University and the UFF hereby agree to the following procedure for the deduction and remittance of the UFF membership dues and other UFF deductions.

### 25.1 Deductions.

~~A. Effective July 1, 2023, Florida law prohibits the University from deducting union dues and assessments from employee paychecks, and the union is solely responsible for collecting dues and assessments directly from employees. During the term of this Agreement, the University agrees to deduct the UFF membership dues in an amount established by the UFF and certified in writing by the UFF State President to the University, and to make other UFF deductions in an amount authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix " B" to this Agreement.~~

~~B. Per applicable state law, the union is required to disclose in its annual registration process with PERC how many bargaining unit employees are dues-paying members. The University will provide the union a list of current in-unit employees by September 1 of each year. Deductions will be made biweekly beginning with the first full pay period commencing at least seven (7) days following receipt of authorization by the University. The UFF shall give written notice to the University of any changes in its dues at least forty five (45) days prior to the effective date of any such changes.~~

~~C. In addition to dues deductions, UFF may offer other related deductions such as voluntary economic services programs. It is understood that all such programs and deductions will meet requirements of State and University rules and regulations.~~

~~25.2 Remittance. The dues and other authorized deductions shall be remitted by electronic funds transfer (EFT) by the University to UFF on a biweekly basis within thirty (30) days following the pay date. At the time of each remittance a list of the employees from whose salaries such deductions were made and the amounts deducted shall be provided to the UFF State Office.~~

~~Termination of Deduction. The University's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically upon either (a) thirty (30) days written notice from the employee to the University, and to the UFF revoking that employee's prior deduction authorization, or (b) the transfer of the authorizing employee out of the bargaining unit. (c) Consistent with the provisions of Article 8.5, the University shall notify UFF when it proposes to reclassify an employee to a classification which is not contained in the General Faculty bargaining unit.~~

~~25.3 Reinstatement of Deduction. For employees who have previously filed authorization for dues deduction and are in leave without pay status, the University shall reinstate dues deductions upon return to salaried employment in the bargaining unit position. (Note: UFF and USF agree that if a phased retirement program is negotiated they will add a reference to that program in this section of the contract agreeing to reinstate dues upon re-employment during phased retirement)~~

~~25.4 Indemnification. The UFF assumes responsibility for (1) all claims against the University, including the cost of defending such actions, arising from their compliance with this Article, and for (2) all monies deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the University excess monies received under this Article.~~

~~25.5 Exceptions. The University will not deduct any UFF fines, penalties, or special assessments from the pay of any employee, nor is the University obligated to provide more than one payroll deduction field~~

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~~for the purpose of making the deductions described in this Article.~~

~~25.625.2~~ Termination of Agreement. The University's responsibilities under this Article shall terminate automatically upon (1) decertification of the UFF or the suspension or revocation of its certification by ~~the Florida Public Employees Relations Commission~~ PERC, or (2) revocation of the UFF's deduction privilege by ~~law or by the Florida Public Employees Relations Commission~~ PERC.

#### **Article 26 - Maintenance of Benefits**

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

26.2 The reorganization of higher education in the State of Florida resulted in the legislative abolition of the Board of Regents 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.

#### **Article 27 - Miscellaneous Provisions**

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

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

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

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

27.5 Copies of the Agreement. The University shall maintain a copy of the ratified agreement and all supplements to the ratified agreement on the University website, including a listing of the location of the document. UFF may distribute copies of the Agreement to current employees in the unit when the Agreement is ratified. In addition, the University shall provide an electronic copy of the ratified Agreement and all Supplements to UFF.

#### 27.6 Class Titles.

A. Whenever the University creates a new faculty classification, it shall designate such classification as being either within or outside the bargaining unit and shall notify the UFF. Further, if the University revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify the UFF of such new designation twenty (20) days prior to the effective date of said change. Within ten (10) days following such notification, the UFF may request a meeting with the University for the purpose of discussing the designation. If, following such discussion, the UFF disagrees with the designation,

it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.

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

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

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

### **Article 28 - Severability**

In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or (b) is rendered invalid by reason of subsequently enacted legislation, 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 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 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 any provision of this Agreement. UFF does not concede to the constitutionality of any subsequently enacted legislation that invalidates a term of this Agreement. The University or the UFF may choose, but neither is obligated, to challenge said legislation.

### **Article 29 - Amendment and Duration**

29.1 The Agreement shall be effective on the date ratified by the University Board of Trustees except as otherwise agreed by the parties, and shall remain in effect until midnight August 7, 2024<sup>5</sup>. Unless otherwise provided in this Agreement, no Article shall be subject to renegotiation unless both parties mutually agree to do so. Moreover, should the Florida law regarding the State's Performance Salary Systems be amended by the Legislature during the term of this Agreement such that merit base salary eligibility for permanent status employees is changed, the UFF may reopen this Agreement to address those affected employees. This Agreement supersedes the parties' ~~2016-2019~~ 2021-2024 Agreement.

29.2 Amendments. In the event the University and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

29.3 Renegotiations for a successor agreement shall begin no later than March 15, 2025<sup>4</sup>.

### **Article 30 - Definitions**

As used in this Agreement, the term:

-- "academic year" means a period consisting of a fall and spring semester of approximately 39 contiguous weeks.

-- "bargaining unit" means those employees, collectively, represented for collective bargaining purposes by the UFF pursuant to the certification of the Florida Public Employees Relations Commission dated May 15, 2003, wherein the Commission adopted the bargaining unit agreed to by the University and UFF.

-- "Board," or " Board of Trustees" means the body established by sections 1001.71-1001.74, Florida

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Statutes, responsible for governing the University of South Florida.

-- "break in service" means those absences following which the employee is treated as a new employee for purposes of computing seniority and years of service.

-- "college/unit" means a college or a comparable administrative unit generally equivalent in size and character to a college.

-- "continuous service" means employment uninterrupted by a break in service. For academic year employees, one year of continuous service is equivalent to the academic year employment period consisting of a fall and spring semester of approximately 39 contiguous weeks.

-- "days" means calendar days.

-- "department/unit" means a department or a comparable administrative unit generally equivalent in size and character to a department.

-- "employee" means a member of the bargaining unit.

-- "equitable" means fair and reasonable under the circumstances.

-- "months" means calendar months.

-- "number": The singular includes the plural.

-- "principal place of employment" means the campus location or other university site specified on the employee's standard employment contract.

-- "semester" means one of the two approximately 19.5 week periods which together constitute the academic year.

-- "supervisor" means an individual identified by the President or representative as having immediate administrative authority over bargaining unit employees.

-- "SUS" or "State University System" means the system of institutions and agencies within the jurisdiction of the Board of Governors.

-- "UFF" means United Faculty of Florida.

-- "University" means the University of South Florida acting through the President and its staff.

-- "year" means a period of twelve (12) consecutive months.

### **Article 31 - Totality of Agreement**

31.1Limitation. 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.

31.2No 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.

31.3Modifications. 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.

**SIGNATURE PAGE**

IN WITNESS THEREOF, the parties have set their signatures this (see below) day of July, 2022.

FOR THE UNIVERSITY OF SOUTHFOR THE UNITED FACULTY OF FLORIDA – UNIVERSITY OF SOUTH FLORIDA CHAPTER

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*Rhea Law* 7/19/2022  
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**Rhea Law, President**

DocuSigned by:  
*WILLIAM STEVE LANG*  
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**William Steve Lang, President**

DocuSigned by:  
*John Dickinson* 7/19/2022  
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**John F. Dickinson, Chief Negotiator**

DocuSigned by:  
*Robert Welker* 7/19/2022  
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**Robert Welker**

James Garey  
Liz Gierbolini Gerard Solis Julie Serovich Olga Joanow  
Sheri Neshiem

Approved as to Form and Legal Sufficiency Attorney, USF

DocuSigned by:  
*Liz Girolini*  
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## **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 (Academic Affairs Use for Tenured and Tenure Earning Faculty; USF Health Use for Tenured, Tenure-Earning; and Non-Tenure Track Faculty)

9002 Associate Professor (Academic Affairs Use for Tenured and Tenure Earning Faculty; USF Health Use for Tenured, Tenure-Earning; and Non-Tenure Track Faculty)

9003 - Assistant Professor (Academic Affairs Use for Tenured and Tenure Earning Faculty; USF Health Use for Tenured, Tenure-Earning; and Non-Tenure Track Faculty)

9004 – Instructor I – USF Health only 9005 - Lecturer

9006 – Distinguished University Health Professor 9007 - Distinguished University Professor 9009 – Eminent Scholar

9014 – Instructor II – USF Health only

9015 – Instructor III – USF Health only 9016 - University School Professor

9017 - University School Associate Professor 9018 - University School Assistant Professor 9019 - University School Instructor

9031 – Professor of Instruction

9032 – Associate Professor of Instruction 9033 – Assistant Professor of Instruction 9041 – Senior Instructor

9042 – Associate Instructor

9043 – Assistant Instructor 9053 - University Librarian

9054 - Associate University Librarian 9055 - Assistant University Librarian 9056 - Instructor Librarian

9061 – Professor of Practice 9101 – Research Professor

9102 – Associate Research Professor

9103 – Assistant Research Professor 9155 - 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 in the following colleges (administrative Code C1): 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.

**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 University Human Resources Office, 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 USF ID

---

Signature Name-printed

---

Address Apartment/Unit No.

---

Campus Department

Effective date is later than above:

Email Address:

Please return to your Chapter Treasurer or UFF State Office, 118 N. Monroe Street, Tallahassee, Florida 32301.

Please PRINT complete information where necessary.

Check One

\_\_\_\_\_  
Last Name, First Name

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Campus Address

Department

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Office Phone

\_\_\_\_\_  
Home Phone

.....

Please enroll me as a member of the United Faculty of Florida (UFF).

All UFF members are also members of the Florida Education Association, National Education Association, American Federation of Teachers and the AFL-CIO.

UFF dues are 1 percent of total salary\* for members for which the United Faculty of Florida is the bargaining agent. If 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.

\*Total salary for purposes of dues deductions includes any money received by the employee for in-unit work. If insufficient funds remain after mandatory deductions, the University has no obligation to process dues deductions.

\_\_\_\_\_  
Signature of Member Date

Return your completed membership form to your Chapter Treasurer or UFF State Office, 118 N. Monroe Street, Tallahassee, Florida 32301.

**United Faculty of Florida  
UFF-PAC Payroll Deduction Authorization Form**

I, 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, contributions to the UFF Political Action Committee in the amount of \$1.00 per pay period, and I direct that the sum so deducted be paid over to the UFF.

Contributions to UFF-PAC are not 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 University Human Resources Office and to the UFF, or (2) my transfer or promotion out of this bargaining unit.

---

DateSignature of Member

---

Department

Effective date if later than above:

Return to your Chapter Treasurer or the UFF State Office, 118 N. Monroe Street, Tallahassee, Florida 32301.

**Appendix C  
University Of South Florida/United Faculty of Florida Grievance**

I. Date (Received by University)

Grievant Step 1 Grievance Representative

Name

College Mailing Address

Dept.

Office Phone

If grievant is represented by the UFF or legal counsel, all university communications should go to the grievant's representative.

Other address to which university mailings pertaining to grievance shall be sent:

II. Grievance

Article(s) and Sections(s) of Agreement allegedly violated:

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---

Statement of grievance (must include date of acts or omissions complained of): Remedy Sought:

(See page 2 for additional requirements)

III. Authorization

I will be represented in this grievance by: (check one - representative must sign on appropriate line):

UFF

---

Legal Counsel Myself

---

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

This grievance was filed with the Office of the Provost, ADM 226 onby (check one) mail (certified or registered, restricted delivery, return receipt requested); personal delivery \_; other (specify)\_.

---

Signature of Grievant  
(Grievant must sign if grievance is to be processed.)

The Step 2 decision shall be transmitted to Grievant's Step 2 Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to Grievant, and the local UFF Chapter if grievant elected self-representation or representation by legal counsel.

## Appendix D

### Notice of ~~Arbitration~~Appeal

The United Faculty of Florida hereby gives notice of its intent to proceed to ~~arbitration~~Step 3 in connection with the decision of USF datedand received by the UFF on in this grievance of:

Name: \_\_\_\_\_

USFGrievance No: \_\_\_\_\_

The following statement of issue(s) before the ~~Arbitrator~~Step 3 Designee is proposed:

This notice was filed with the Provost's Office, ADM 226 onby (check one): mail (certified or registered, restricted delivery, return receipt requested) ; personal delivery ; other (specify).

Date of receipt by Provost's Office:

\_\_\_\_\_  
Signature of UFF President

I hereby authorize UFF to proceed to ~~arbitration~~Step 3 with my grievance. I also authorize UFF and USF or its representatives to use, during the ~~arbitration~~Step 3 proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the ~~arbitrator~~Step 3 Designee.

\_\_\_\_\_  
Signature of Grievant

This notice should be sent to: OFFICE OF PROVOST, ADM 226

**Appendix E**  
**University of South Florida**  
**Salary Increase Notification**

Name:Empl id:

Dept:Dept name:

This notice is provided of your salary increase for the academic year. Base salary as of :

In accordance with provisions of the USF-UFF Agreement, your merit increase for the academic year is:

New base salary effective :

Your salary increase was derived from Articles 23.1.B, you may request a meeting to discuss this increase with your chair/director or supervisor.

Any stipend amounts you may have received in addition to base compensation during this time period are not reflected in the amounts above.



## **Appendix F**

### **University of South Florida and United Faculty of Florida Exclusive Assignment Dispute Resolution Procedure**

#### H.4F.1 Exclusive Method

The University of South Florida and the United Faculty of Florida agree to the following procedure as the exclusive method of resolving disputes under Article 9.3, of the Agreement ~~which allege that an employee's assignment has been imposed arbitrarily or unreasonably.~~

~~An employee who alleges that the assignment has been imposed arbitrarily or unreasonably may file a grievance under Article 20 of the USF/UFF Agreement only to enforce the exclusive Assignment Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether an assignment has been arbitrarily or unreasonably imposed.~~

#### H.2F.2 Time Limits

The dispute shall not be processed unless it is filed within thirty (30) days after the receipt of the ~~assignment~~ assignment by the employee~~employee receives written notification of the employee's assignment.~~ If the employee's assignment begins prior to final resolution of the dispute, the employee shall perform the assignment until the matter is finally resolved under these procedures.

All time limits contained herein may be extended by mutual agreement of the university and the UFF representative, which shall be memorialized in writing. Upon failure of the employee's UFF representative to comply with the time limits herein, the dispute shall be deemed to have been finally determined at the prior step.

All references to "days" herein refers to "calendar days." The "end of the day" shall refer to the end of the business day, i.e., 5:00 p.m.

#### H.3F.3 Assignment Dispute Resolution Procedures

Time is usually of the essence in assignment dispute resolution. Therefore, a~~An~~ employee who wishes to challenge an assignment ~~believes that the assignment has been imposed arbitrarily or unreasonably~~ shall, within thirty (30) days after receipt of the assignment, file Part 1A of the ADR Form with the ~~individual responsible for making the assignment~~ University's ADR representative, with a copy to the ~~President's representative and to a~~ UFF representative and a copy to the individual responsible for making the assignment. The filing of the ADR Form shall be accompanied by a brief and concise statement of the employee's arguments, and any relevant documentation supporting the employee's position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute Resolution File," which shall be kept separate from the employee's personnel evaluation file. Additional documentation shall not be considered in the ADR process except by agreement of the ~~President's~~ University's ADR representative unless it is documentation that the employee requested from the university prior to the ~~conference meeting~~ held pursuant to ~~(b)the procedures described~~ below, but did not receive before such ~~conference meeting.~~

~~Within seven (7) days of receipt~~three (3) weeks of the filing of the ADR Form, the ~~individual responsible for making the assignment, (typically the Chair, Director or their representative)~~ shall meet with the employee and discuss the dispute~~University's ADR representative shall coordinate a meeting with the employee, the Dean (or Dean's representative), and the UFF representative to address the concerns identified in the employee's ADR Form. If the dispute is resolved as a result of this meeting, the University's ADR representative will document the resolution in writing in Part 2 of the ADR Form and deliver it to the employee, the Dean (or representative) and the UFF representative. If the dispute is not resolved as a result of this meeting, the University's ADR representative shall complete Part 2 of the ADR Form and issue a written determination within 7 days of the meeting. The UFF representative may then file, within seven (7) days of receiving the written determination, Part 3 of the ADR Form (with supporting documentation) with the University's ADR representative, indicating an intention to submit the dispute to~~

## USF DRAFT PROPOSAL 11-1-2023

~~a Neutral Umpire. Within twenty four (24) hours after this conference, the individual responsible for making the assignment shall indicate whether or not it was arbitrarily or unreasonably imposed or if the disputed assignment has been resolved by completing Part 1B of the ADR Form and deliver it to the employee with a copy to the President's representative.~~

~~If the employee continues to be aggrieved following the initial conference, the employee shall file the ADR Form, with Part 1 completed, with the President's representative no later than two (2) days after the initial conference.~~

~~The President's representative shall coordinate a meeting with the employee, the Dean or the Dean's representative and the UFF representative no later than two (2) weeks after filing the initial conference. Within twenty four (24) hours after the conclusion of this meeting, the Dean or appropriate administrator shall complete Part 2 of the ADR Form and deliver it to the UFF representative.~~

~~If consultation with the Dean or appropriate administrator does not resolve the matter, the UFF representative may file, within seven (7) days of that meeting, Part 3 of the ADR Form (with supporting documentation) with the President's representative, indicating an intention to submit the dispute to a Neutral Umpire.~~

Within seven (7) days of receipt of the fully completed ADR Form ~~with parts 1, 2, and 3 completed~~ and other documentation, the President's ADR representative may place in the employee's ADR file ~~the a~~-written explanation, brief

statement of the University's position, ~~a list of expected witnesses~~the name of any employee with factual knowledge relevant to the dispute and a description of such employee's factual knowledge, and other relevant documentation ~~in the employee's ADR File~~presented at the ADR meeting. As soon as practicable thereafter, a copy of all documents placed in the employee's ADR File shall be presented to the UFF representative, who ~~shall place a list of the employee's expected witnesses into the file~~may also place a written explanation and brief statement of the employee's position, as well as the name of any employee with factual knowledge relevant to the dispute and a description of such employee's factual knowledge. ~~During these seven (7) days~~Within these same seven (7) days after receipt of the fully completed ADR Form, the President's ADR representative and the UFF representative shall meet for the purpose of selecting a Neutral Umpire from the Neutral Umpire Panel. Selection of the Neutral Umpire shall be by mutual agreement or by alternatively striking names from the Neutral Umpire Panel list until one name remains. The right of first choice to strike from the list shall be determined by the toss of a coin. The right to strike first shall alternate in any subsequent Neutral Umpire selection.

The President's representative shall contact the selected Umpire no later than three (3) days following the selection. Should the Umpire selected be unable to serve, the President's representative shall contact the UFF representative as soon as practicable and schedule another selection meeting.

Upon the agreement of the Neutral Umpire to participate, the President's representative shall provide the Umpire with the employee's ADR File.

The Neutral Umpire ADR Meeting shall be scheduled as soon as practicable after the Neutral Umpire has received the employee's ADR File. The President's ADR representative shall notify the UFF representative of the time and place of the Neutral Umpire ADR Meeting no later than forty-eight (48) hours prior to it being convened.

No person concerned with or involved in the assignment dispute shall attempt to lobby or otherwise influence the decision of the Umpire.

The Neutral Umpire ADR Meeting shall be conducted as follows:

(1) The employee, ~~(or a UFF representative)~~; and a representative of the President shall be the sole representatives of the parties. Each representative may present to the Neutral Umpire documentary evidence from the employee's ADR File, ~~interrogate witnesses, and~~ offer arguments, ~~cross-examine witnesses, and~~

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~~have present at the meeting one individual to assist in the presentation of the representative's case.~~

(2). The Neutral Umpire will conduct and have total authority at the ADR Meeting. The Neutral Umpire may conduct the ADR Meeting in whatever fashion, consistent with this Agreement that will aid in arriving at a just decision. The Neutral Umpire will determine whether any factual witnesses identified by either party will testify at the Neutral Umpire ADR Meeting.

(3). The Neutral Umpire shall submit to all parties on Part 4 of the ADR Form within forty-eight (48) hours after the close of the ADR Meeting a written, a binding decision ~~as to whether the assignment was imposed arbitrarily or unreasonably.~~ The decision shall include the reasons for the Neutral Umpire's determination. The Neutral Umpire may suggest an appropriate remedy as part of the determination. This suggestion is not binding on the University but shall be used by the President or President's ADR designee in fashioning an appropriate remedy.

~~(4). If the Umpire decides that the employee's assignment was imposed arbitrarily or unreasonably, the Umpire may also suggest an appropriate remedy. This suggestion is not binding on the university but shall be used by the President or President's designee in fashioning an appropriate remedy.~~

### H.4F.4 Neutral Umpire Panel

The President's representative and the UFF representative shall meet within two (2) weeks of the ratification of this Agreement for the purpose of selecting an odd-numbered Neutral Umpire Panel. The Panel shall consist of no less than ~~five-three (53)~~ and no more than ~~nine-seven (79)~~ individuals, ~~not employed by the University, USF Board or the Board of Governors,~~ who meet the following qualifications:

(4). Employed within the University and designated by the President to be a Neutral Umpire for purposes of this ADR process;

~~(1)-(5)~~ familiarity with academic assignments;

~~(2)-(6)~~ an ability to serve as Neutral Umpire on short notice;

~~(3)-(7)~~ a willingness to serve on the Panel for one academic year; and

~~(4)-(8)~~ acceptability to both the University and the UFF.

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**EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION (ADR) FORM**

THIS FORM MUST BE ACCOMPANIED BY ALL DOCUMENTATION WHICH THE EMPLOYEE WANTS TO HAVE REVIEWED, EXCEPT FOR DOCUMENTATION THE EMPLOYEE HAS REQUESTED BUT NOT RECEIVED (SEE APPENDIX F, SECTION F.3.)

**PART 1: STATEMENT OF DISPUTE**

\_\_\_\_\_  
\_\_\_\_\_  
Employee's NameDepartment

\_\_\_\_\_  
\_\_\_\_\_  
Employee's AddressPerson Making Assignment

\_\_\_\_\_  
\_\_\_\_\_  
Date Assignment MadeBeginning Date of Assignment I believe the assignment violates the CBA because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's Signature: \_\_\_\_\_

UFF Representative's Signature: \_\_\_\_\_

I UNDERSTAND AND AGREE THAT BY FILING THIS DISPUTE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

**PART 2: DECISION OF DEAN OR APPROPRIATE ADMINISTRATOR**

Date Filed with Dean/Administrator: Date of Conference

The assignment did not violate the CBA:

The disputed assignment has been resolved in the following manner:

Dean or appropriate administrator Date of Decision

**PART 3: UFF NOTICE OF INTENT TO REFER ASSIGNMENT DISPUTE TO NEUTRAL UMPIRE**

The decision of the Dean or other appropriate administrator is not satisfactory and the UFF hereby gives notice of its intent to refer the dispute to a Neutral Umpire.

Employee's Name

Employee's Signature

UFF Representative Date of Receipt by President's A D R Representative

**PART 4: UMPIRE'S DECISION**

The disputed assignment DID / DID NOT violate the CBA. Reasons for the determination are as follows:

Suggested Remedy (Optional):

Neutral Umpire's Name and Signature

---

Date Decision Issued: \_\_\_\_\_

Exclusive Assignment Dispute Resolution Form

PART 1A: Statement of Dispute

\_\_\_\_\_  
Employee's Name Department

\_\_\_\_\_  
Employee's Address Person Making Assignment

\_\_\_\_\_  
Date Assignment Made Beginning Date of Assignment

I believe the assignment was arbitrarily or unreasonably imposed because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
~~Employee's Signature UFF Representative's Signature PART 1B:~~

\_\_\_\_\_  
Date Filed Date of Meeting

The assignment was not arbitrarily or unreasonably imposed: The disputed assignment has been resolved:

\_\_\_\_\_  
Person making the assignment Date of Decision

~~THIS FORM MUST BE ACCOMPANIED BY ALL DOCUMENTATION WHICH THE EMPLOYEE WANTS TO HAVE REVIEWED, EXCEPT FOR DOCUMENTATION THE EMPLOYEE HAS REQUESTED BUT NOT RECEIVED (SEE APPENDIX H, SECTION H.3.)~~

~~I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.~~

PART 2: Decision of Dean or Appropriate Administrator

\_\_\_\_\_  
Date Filed with Dean/Administrator Date of Conference

~~The assignment was not arbitrarily or unreasonably imposed:~~

~~The disputed assignment has been resolved in the following manner:~~

\_\_\_\_\_  
\_\_\_\_\_  
~~Dean or appropriate administrator~~~~Date of Decision~~

~~PART 3: UFF Notice of Intent to Refer Assignment Dispute to Neutral Umpire~~

~~The decision of the Dean or other appropriate administrator is not satisfactory and the UFF hereby gives notice of its intent to refer the dispute to a Neutral Umpire.~~

\_\_\_\_\_  
~~Date of Receipt by President's Representative~~

\_\_\_\_\_  
~~Receipt Acknowledged by President's Representative~~

~~PART 4: Neutral Umpire's Decision~~

~~The disputed assignment was/was not arbitrarily or unreasonably imposed. Reasons for the determination that the assignment was arbitrarily or unreasonably imposed are:~~

~~Suggested Remedy (Optional):~~

\_\_\_\_\_  
~~Neutral Umpire's Name~~~~Employee's Name~~

\_\_\_\_\_  
~~Neutral Umpire's Signature~~~~Date Decision Issued~~



**Appendix G**  
**Memorandum of Understanding - Article 14 – Promotions**

This Memorandum of Understanding is entered into this 19th day of February, 2010, between the University of South Florida Board of Trustees (“Board of Trustees”) and the United Faculty of Florida (“UFF”)

WHEREAS, the UFF is the certified bargaining agent for a unit of employees on the University of South Florida;

WHEREAS, the parties are currently engaged in collective bargaining negotiations;

WHEREAS, the parties desire to implement instructor promotion reviews without waiving future rights to bargain with respect to wages, hours and other terms and conditions of employment.

NOW THEREFORE, the parties agree as follows:

1. For the purpose of implementing 2008-09 CBA Article 14.6, eligible University employees may first apply for promotion to Instructor II between the ratification of this Memorandum and June 30, 2010, if originally hired on or before December 31, 1997; between July 1, 2010, and June 30, 2011, if originally hired on or before December 31, 2002, between July 1, 2011, and June 30, 2012, if originally hired on or before May 31, 2006; and after which employees with five years of continuous service may apply according to University guidelines.
2. Eligible University employees may apply for promotion to Instructor II or Instructor III according to University guidelines.
3. After noon on the day three years after ratification this Memorandum, University employees shall generally be eligible to apply for promotion to Instructor II or to instructor III according to University guidelines.
4. The University may direct departments/units to review materials of eligible University employees applying to be promoted to Instructor II or Instructor III on an annual cycle different from the review cycle for promotion and tenure of other employees.

Within thirty days of the ratification of this Memorandum, the University shall compile a list of eligible employees and the dates at which they may apply for promotion under paragraph (1), shall notify each eligible employees of the date for that employee, and shall provide the list of the UFF-USF Chapter.