

USF Board of Trustees
Tuesday, September 29, 2020

The UFF-USE-GAU may, through its representatives, employees and administrators, request that the University provide release time for its employees.

(A) The UFF-USE-GAU may request that the University provide release time for its employees for the purpose of participating in a strike or other labor action.

(B) No more than one employee per department may be granted release time as any one time unless that department employs more than ten employees.

(C) No more than one employee per department may be granted release time for the purpose of participating in a strike or other labor action. Release time shall not reduce the workload obligation of a full-time employee to a part-time employee or a graduate assistant below 10 hours per week.

(D) An employee who has been granted release time for two consecutive semesters shall not again be eligible for release time until two consecutive semesters have elapsed following the end of the second semester in which the release time was granted.

(E) The UFF-USE-GAU shall provide the University with a list of restricted

employees who are eligible for release time. The University shall provide each of the employees on the list with a release time request form.

(F) The University shall provide release time for the employees on the list for the purpose of participating in a strike or other labor action.

(G) The University shall provide release time for the employees on the list for the purpose of participating in a strike or other labor action.

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(X) The University shall provide release time for the employees on the list for the purpose of participating in a strike or other labor action.

(Y) The University shall provide release time for the employees on the list for the purpose of participating in a strike or other labor action.

(Z) The University shall provide release time for the employees on the list for the purpose of participating in a strike or other labor action.

A Graduate assistant shall be eligible for six (6) weeks of unpaid leave from their usual employment responsibilities during any 12-month period for any of the following reasons:

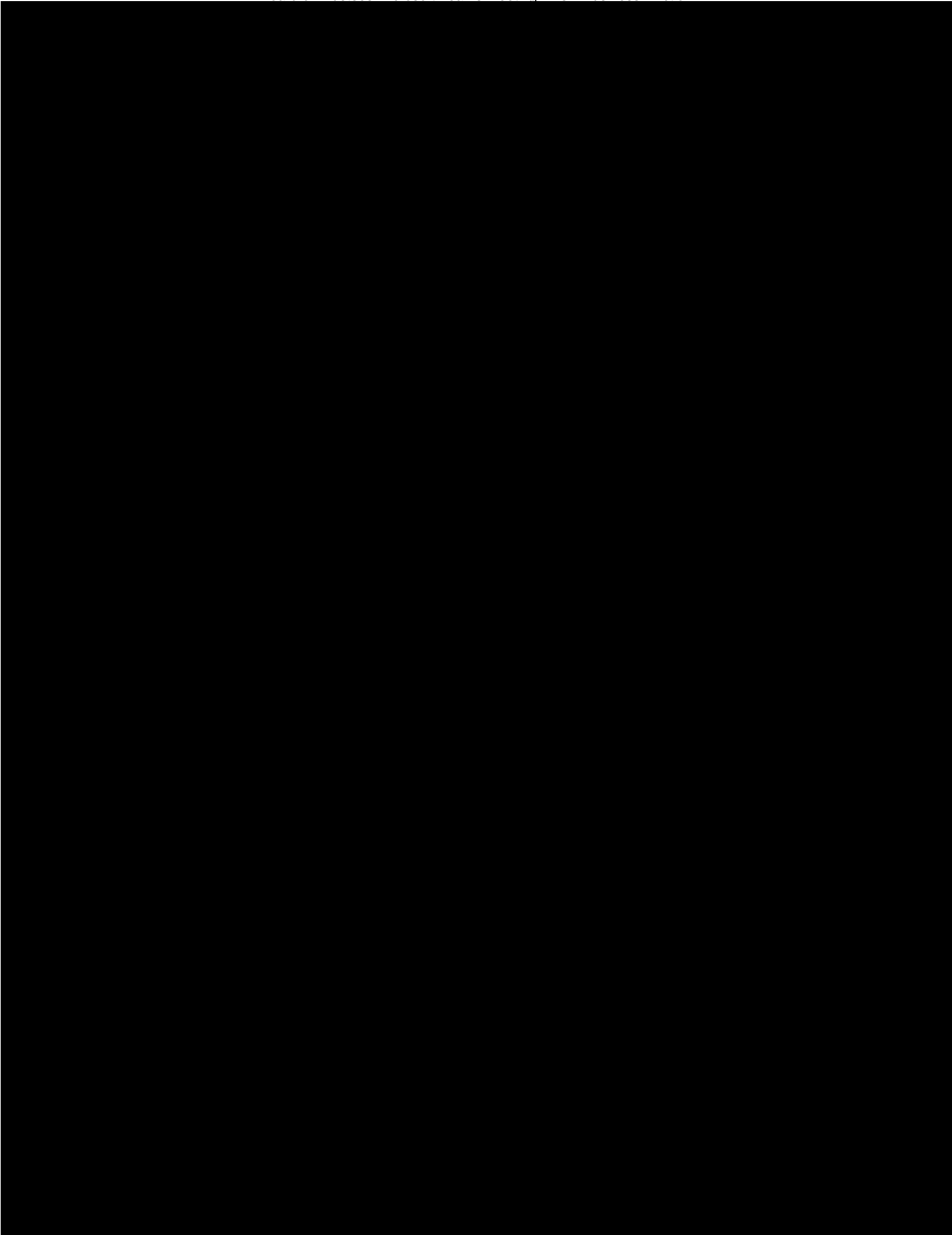
(1) The birth of a child or in the case of a disability, the placement of a child with a graduate assistant or adoption of a foster

care;
(3) To provide the care for a serious health condition of a spouse, domestic partner, minor, father, mother, sister, or next legal dependent, or a relative living in the graduate assistant's household;

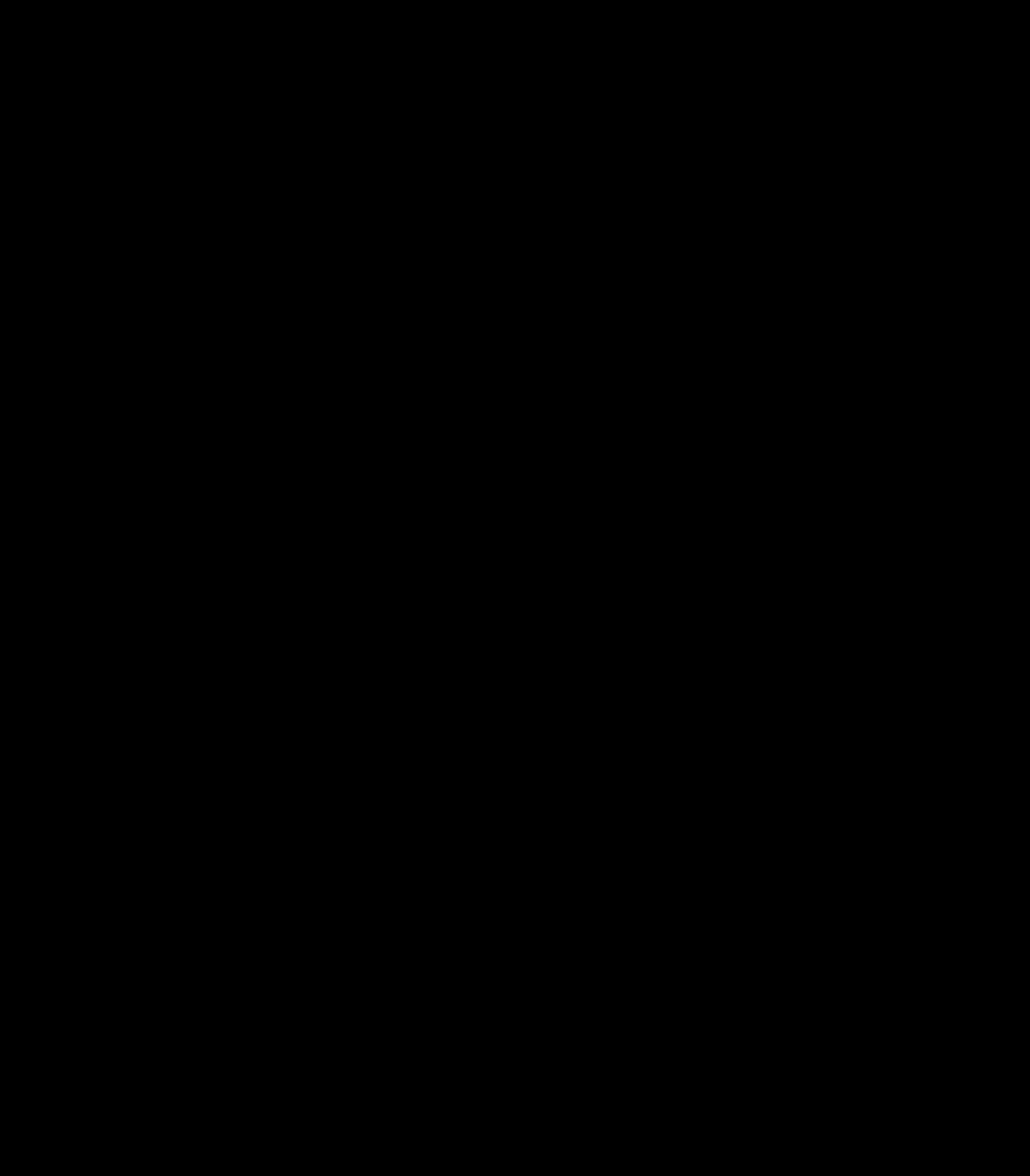
(4) A serious health condition of the graduate assistant which makes it necessary for the graduate assistant to perform his or her essential job duties;

The Graduate assistant shall provide the University with written notice as soon as practicable in the case of a family emergency (30 days prior to the date of the requested leave, if practicable) or a serious health condition of the University may request medical verification from a health-care provider. The University may also request medical verification from a health-care provider of the University's choice and of the University's expense.



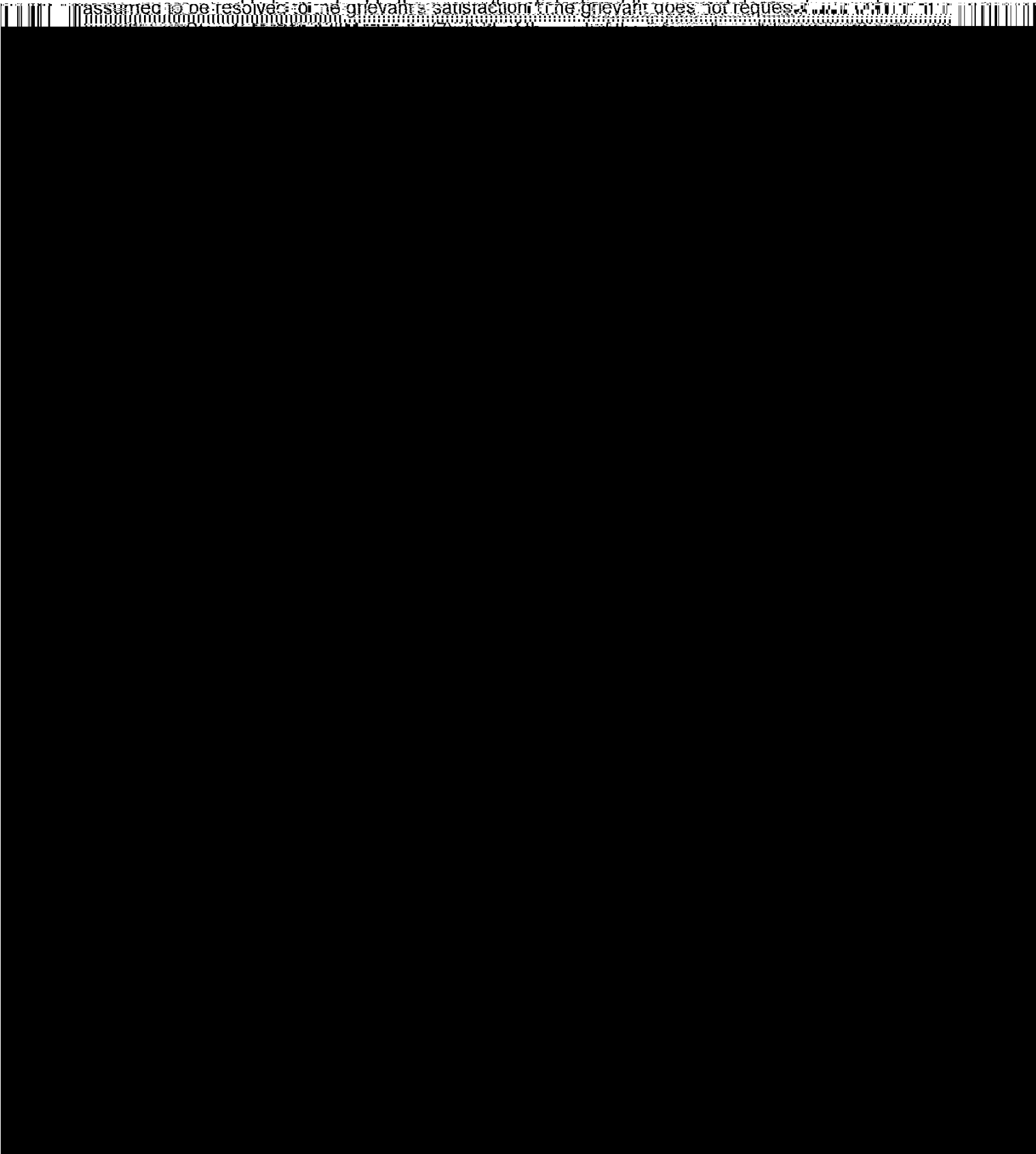


11.5 Grievance Remediation. HEE USE-CAI shall furnish annually to the University a list



resolution process shall last thirty (30) days and may be extended by mutual consent of both parties. Following the initial period of informal resolution, the grievance will be

assumed to be resolved if the grievant's satisfaction of the grievance does not request a formal grievance process.



Arbitration representatives of the University and UFF-USE-GAU 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 of the names remains. The winner of a coin toss shall be the first to strike a name from the list. If the University and the

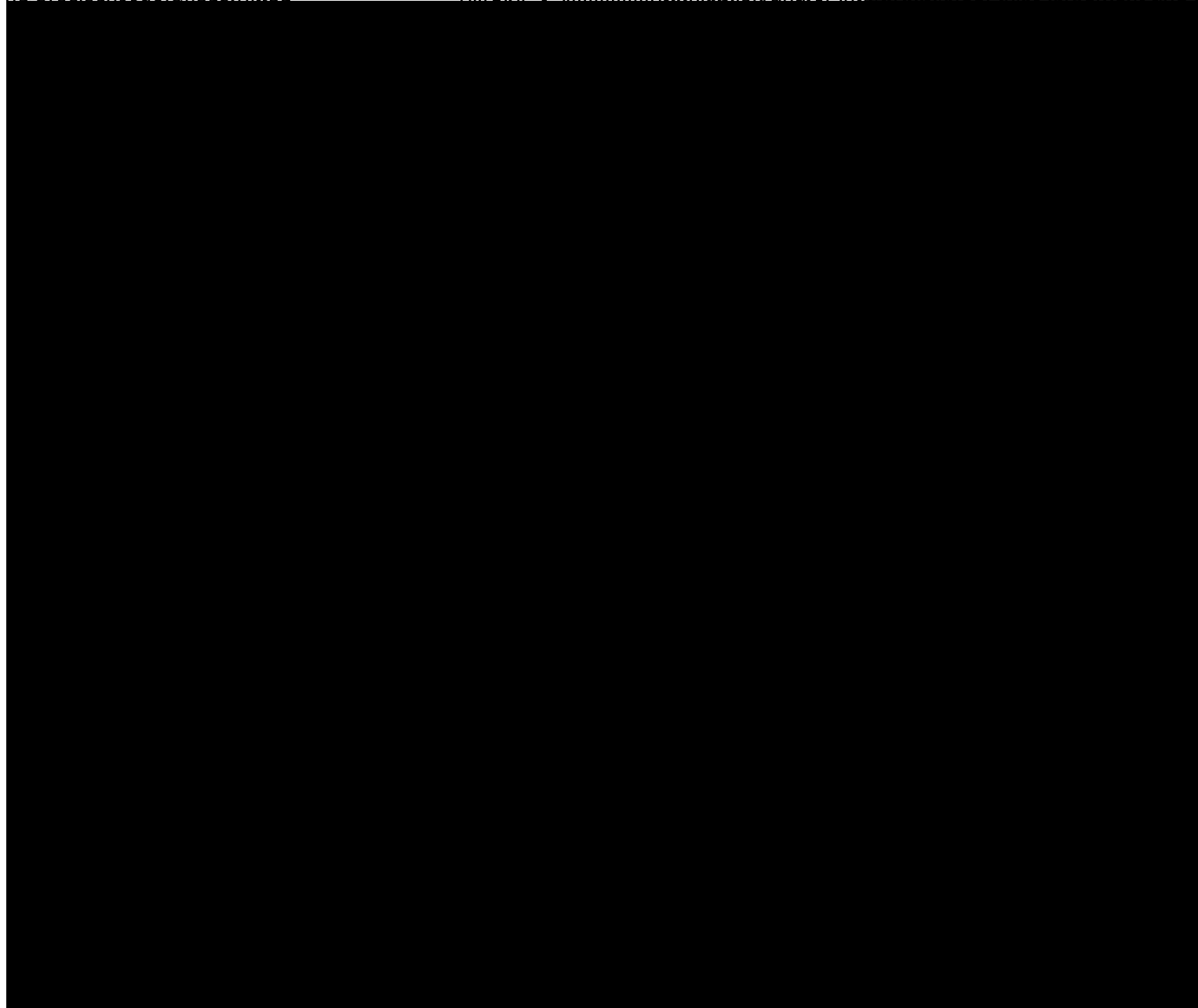
GAU are unable to agree on a panel of arbitrators, they shall follow the normal Arbitration Association procedure for the selection of an arbitrator. The University, UFF-USE-GAU may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel. The arbitration shall be concluded within ninety (90) days following the selection of the arbitrator.

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11.13 Authority of the Arbitrator.

modify, nor alter the terms or conditions of this Agreement shall be limited solely to the precise issues submitted

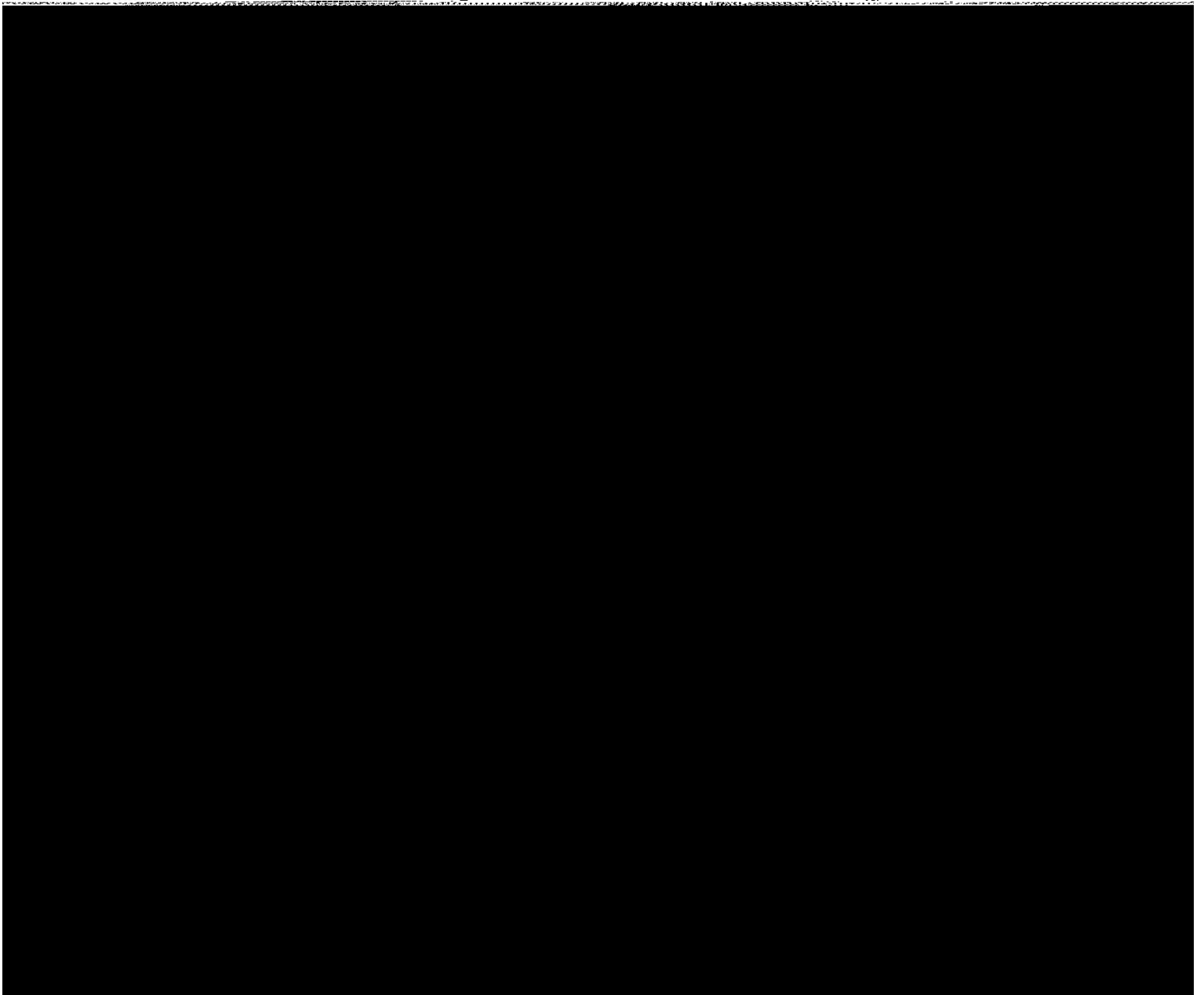
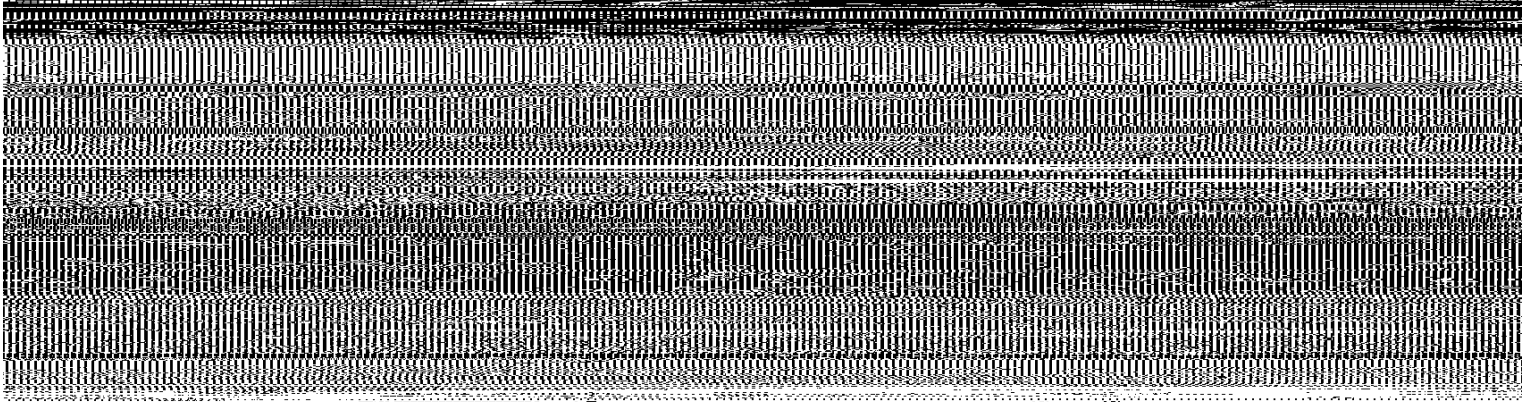
A. The arbitrator shall neither add to or subtract from, nor modify the provisions of this Agreement. The arbitrator's decision shall be based on the application and/or interpretation of this Agreement and the



16 Conduct of Hearing:

the hearing in Tampa, Florida, unless otherwise agreed by _____

A. The arbitrator shall hold

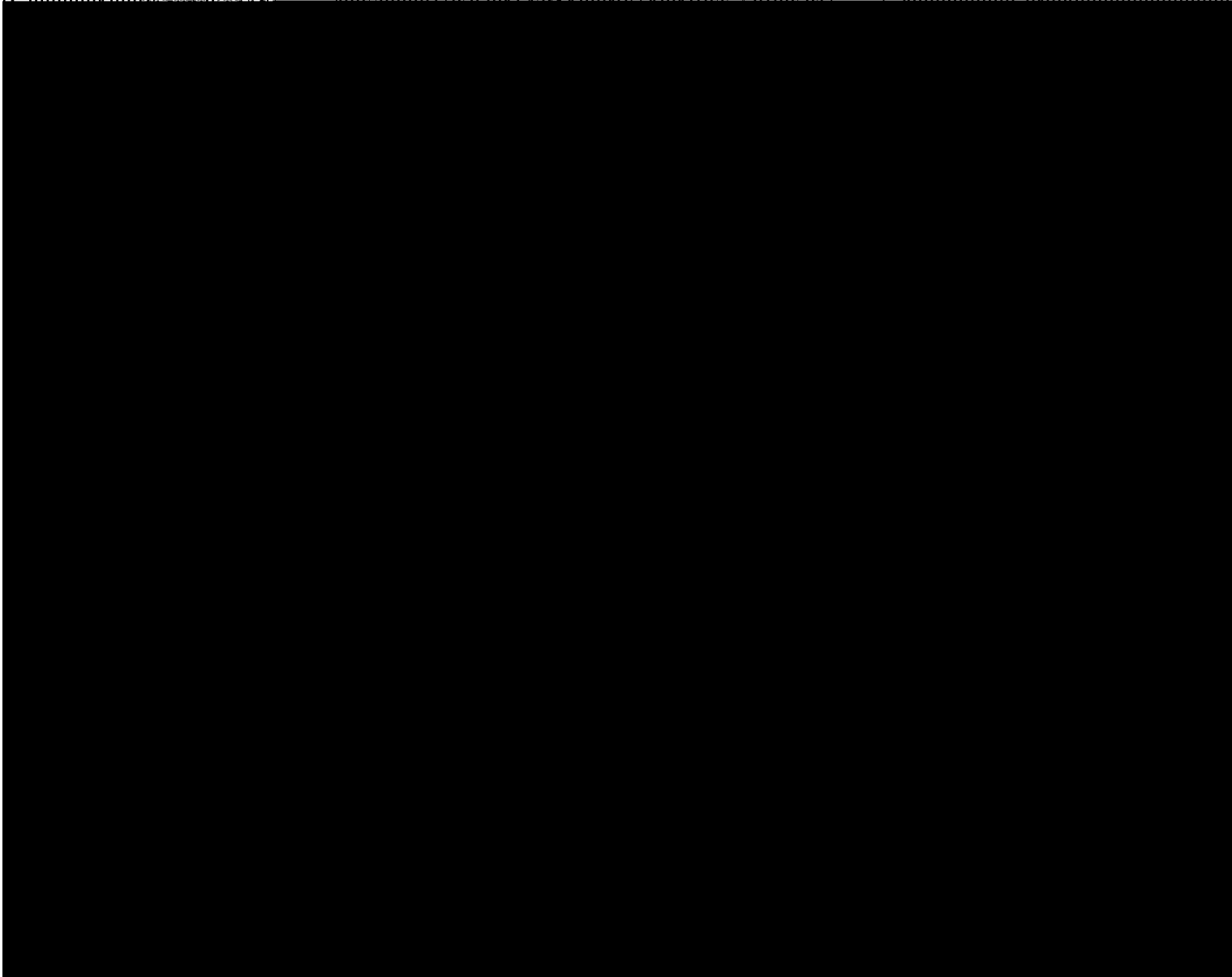


determinative. In the event that any action falls due on a day when the University is closed for normal business, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

11.21. Precedent. As a condition of informal resolution of a grievance, the grievant shall use the address of the University and shall not consult a professor for any purpose.

11.22. Retroactivity. 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 the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred, whichever is later.

11.23. Processing of Grievances. The University shall make every effort to process a grievance as quickly as possible, and shall make every effort to complete the processing of a grievance as soon as possible, and shall make every effort to complete the processing of a grievance as soon as possible, and shall make every effort to complete the processing of a grievance as soon as possible.



department in which employees work. The University shall notify the UFF- USF-GAU of the

boards may not be used for election campaigns, for public office, or for exclusive representation campaigns. A copy of Union-related postings will be provided to the Graduate Dean simultaneous to the time of posting.

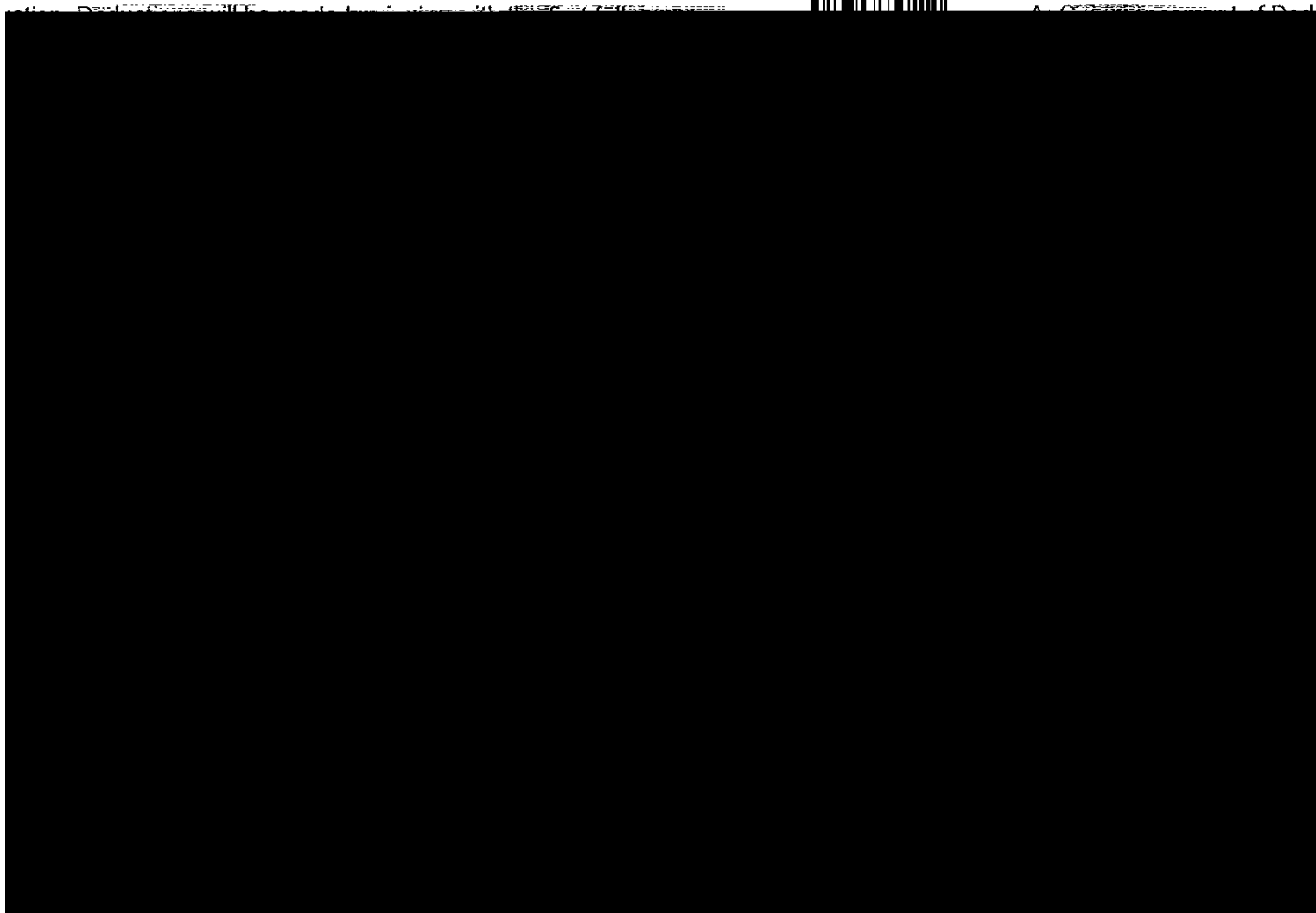
14.3 Office Space: The University will provide an office to UFF-USF-GAU.

Article 15

Union Deductions

15.1 Deductions: Pursuant to the provisions of Section 447.303, Florida Statutes, the UFF-USF-GAU membership dues and uniform assessments.

15.2 Procedure: During the term of this Agreement, the University agrees to deduct UFF-USF-GAU membership dues and uniform assessments or any amount established by the UFF-USF-GAU from the net pay of all UFF-USF-GAU employees in the amount of the dues and assessments. The UFF-USF-GAU shall and certified in writing by the UFF-USF-GAU representative to the University. If an employee in the UFF-USF-GAU unit who is not currently making such request, the employee shall complete a dues deduction authorization form as provided herein as follows:



15.4 Exemptions. The University will not deduct any UFE-USE-GAU fines, penalties, or special assessments from the pay of any employee.

Article 16

Deduction:

The University agrees to provide one (1) payroll deduction per employee per pay period for UFE-USE-GAU voluntary economic services programs. It is understood that all such programs and deductions will meet requirements of State and Board rules and regulations.

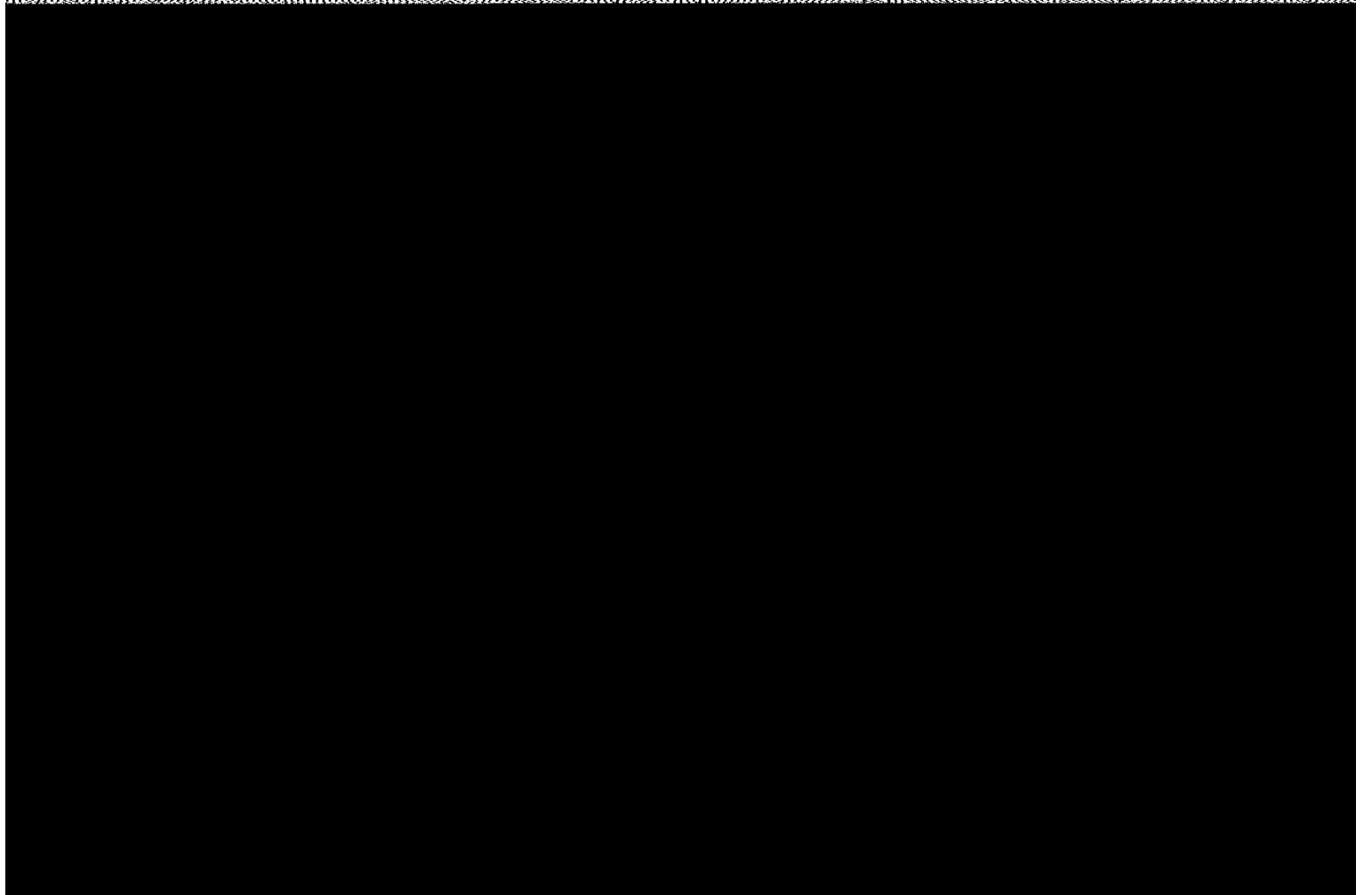
Article 17

Miscellaneous Provisions

17.1 No Strike or Lockout. The University agrees that there will be no lockout at the University, and UFE-USE-GAU agrees that there will be no strike or by any employees during the term of the Agreement.

17.2 Effect of Change of Law. Any provision of this Agreement which is contrary to law, but which becomes legal during the term of this Agreement, shall take immediate effect upon the enactment of such legislation.

17.3 Venue. The basis of venue in any judicial review of an arbitrator's decision shall be the location of the University.



(1) The University shall, upon request, provide certain information, including campus mail addresses and campus e-mail addresses, if the GA has authorized the University to release this information to the LFE, SE, GAL, by the third week of each semester if practicable.

Each semester, the University shall, upon request, file the following reports, with no specific student identifiers:

a. 2.6 Semester Report to include the following information:

(i) Class title/code

Oral Master's

Academic level

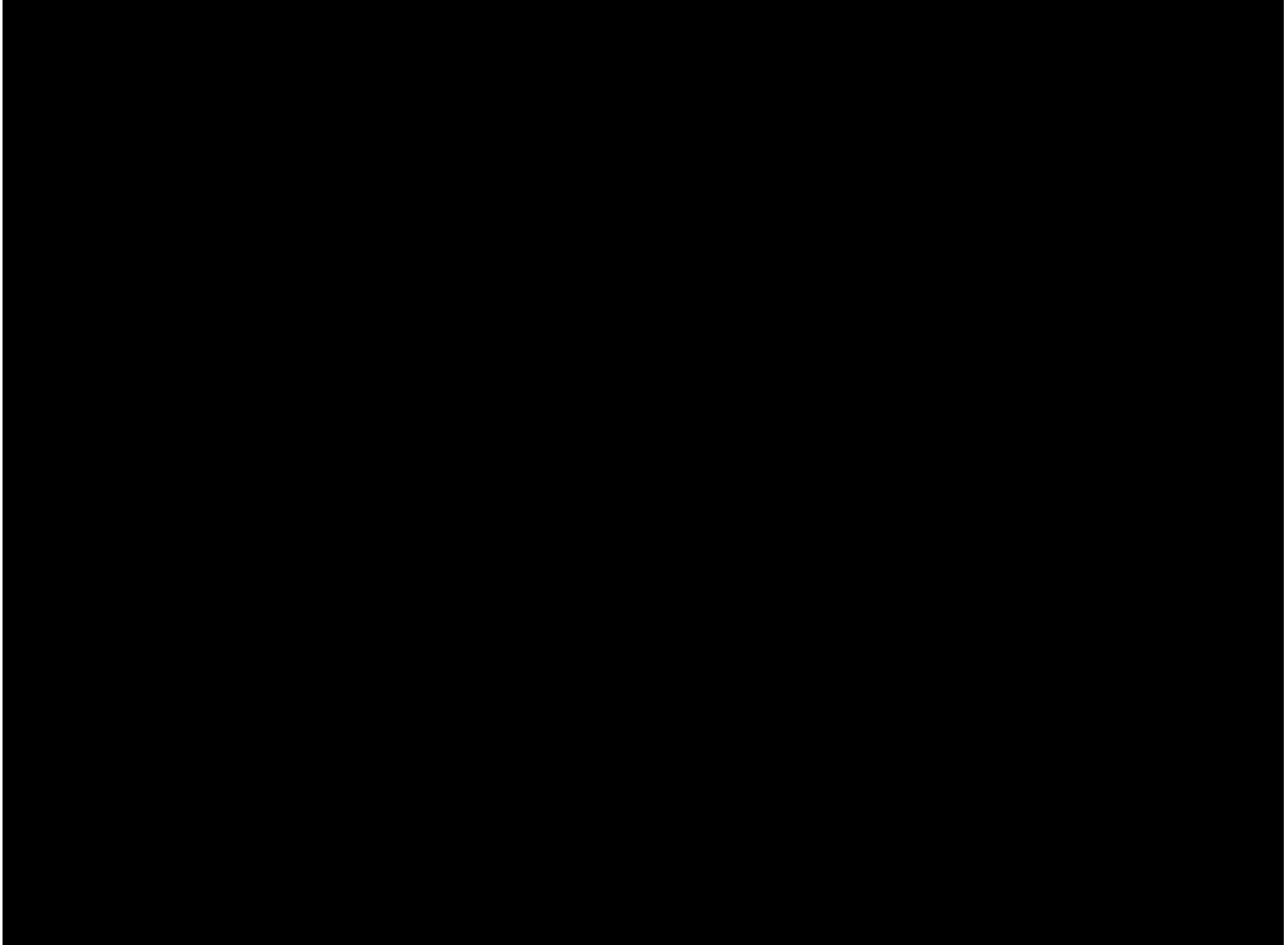
(v) Rate of pay

it program report

b. Matriculation, tuition, and fee payment

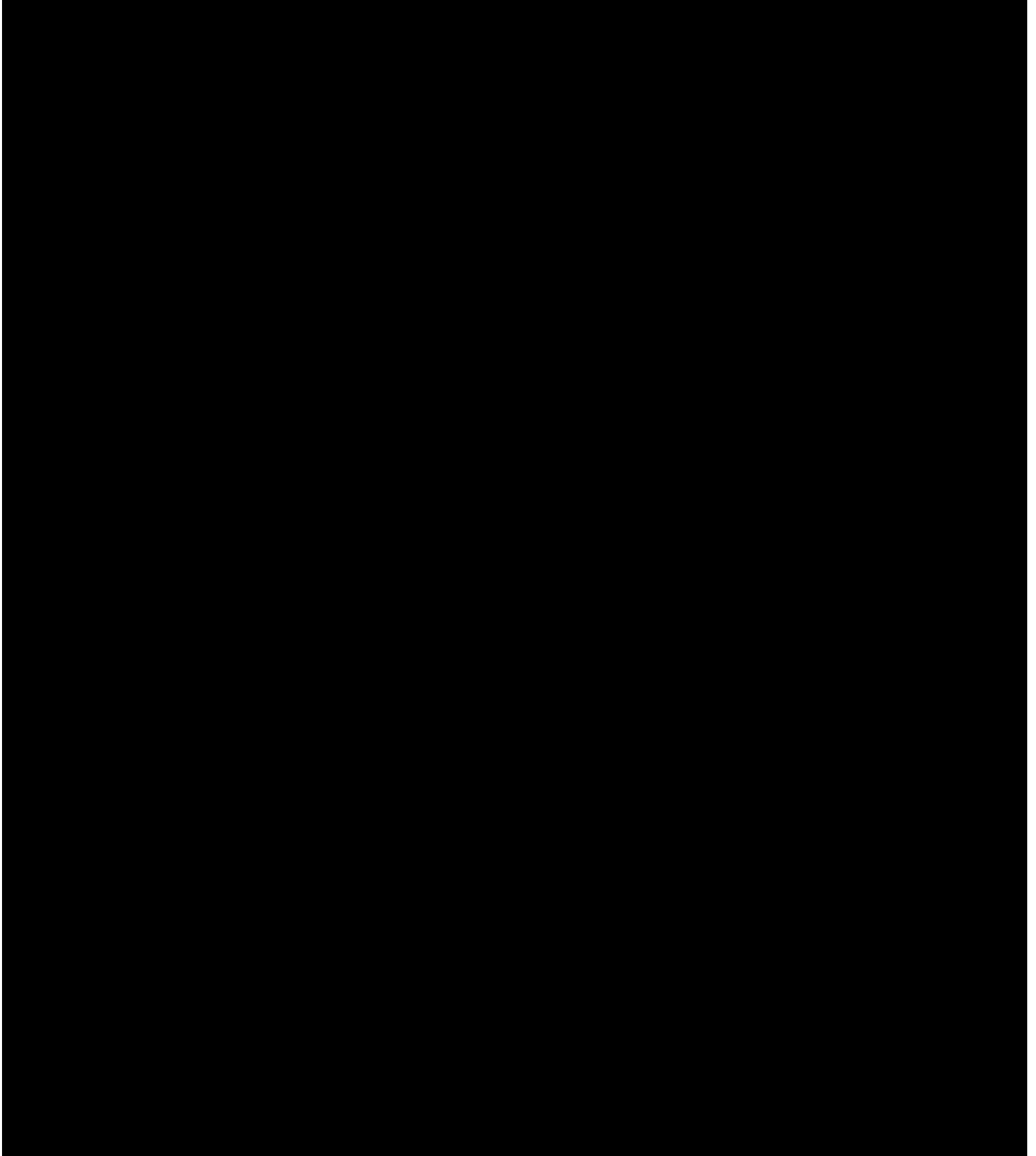
c. GA health insurance participant report

(3) All reports shall be provided in an electronic, delimited format, such as Excel, where:



18.2 Mail. Employees shall be entitled to receive employment-related and U.S. mail at their

home addresses during normal work hours. If an employee's home address is unavailable, the



thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the University and the UFF/USE/GAU for its duration.

19.2 No Obligation to Bargain: Therefore, the University and UFF/USE/GAU, during the term of this Agreement, shall not be obligated to bargain collectively with the other party to this Agreement, even though such subject of matter may not have been with the knowledge or contemplation of the University and the UFF/USE/GAU at the time that each party entered into this Agreement.

19.3 Modifications: Nothing herein shall, however, preclude the University and the UFF/USE/GAU from mutually agreeing to amend or modify any provision of this Agreement in writing.

Article 20

Severability

In the event that any provision of this Agreement shall be found to be invalid or unenforceable

