

Article 2

Appointments, Reappointments, and Terminations

2.5 Changes in appointment.

A. Any appointment may be curtailed, diminished, or terminated at any time by reason of the following documented circumstances:

- (1) unsatisfactory performance of assigned duties;
- (2) unsatisfactory performance in coursework and/or progress toward degree;
- (3) incompetence or misconduct of the employee;
- (4) lack of funds as a result of adverse financial conditions;
- (5) completion of degree requirements.

B. The University shall provide two weeks' written notice in any change in appointment in the case of 2.5A (1) (2) and (4).

C. The University shall provide at least two weeks' written notice in the case of 2.5A (4). Whenever financially feasible additional notice may be provided, up to a semester of advance notice. In these cases the University shall:

- (1) Include in the notice of non-reappointment that the action is taken as a result of adverse financial conditions and does not reflect on the performance of the employee; and
- (2) Make reasonable efforts to assist the employee in finding alternate employment through consideration for other vacancies appropriate for the skills of the employee.

D. The University shall provide written notice of non-reappointment. The notice shall include a statement which indicates that the action is grievable under the provisions of the USF/UFF-USF-GAU Collective Bargaining Agreement. An employee who receives a written notice of non-reappointment shall be entitled, upon written request within fourteen (14) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. The University shall provide such statement fourteen (14) days following receipt of such request. Deadline for notices of Fall and Spring non-reappointment shall be April 30 and October 31 as specified in 2.4 A and B respectively.

E. When the University has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the University may immediately place the employee on leave with pay, pending investigation of the event(s) leading to that belief. However, such leave with pay shall not extend beyond the semester in which the action is taken.

Article 12

Matriculation and Tuition Payment Program

12.1 Intent. Payment by the University of matriculation fees for graduate assistants and non-resident tuition charges for all out-of-state graduate assistants, which results in those employees not paying such charges is highly desirable in order to attract high quality graduate students to the University and to improve the quality of education therein.

12.2 Tuition Payment Program.

A. The University and the UFF-USF-GAU will continue to seek legislative funding to meet the costs associated with the matriculation and tuition payment program. A graduate assistant appointment shall result in eligibility for the tuition payment program. Tuition payment shall be for at least the minimum number of credit hours necessary to maintain the graduate assistantship. If sufficient funds are not available to provide all graduate assistants with such tuition payment, first consideration for receipt of these payments shall be given to graduate assistants who are employed for .25 FTE or more for at least one semester during the prior academic year and who are students in good standing.

B. In order to supplement the funding provided by the Legislature for this program and following the practice of other major research institutions throughout the country, the University shall encourage those individuals who make application for contracts or grants to incorporate the costs of the matriculation and tuition charges which are associated with graduate assistants who are to be supported by such contract or grant into the contract or grant proposal.

12.3 Right to Request Information. The GAU shall have the right to request information provided in Chapter 447, Part 2, Florida Statutes, titled Labor Organizations, Public Employees.

12.4 Notice for Tuition Waivers.

A. Fall Tuition Waivers. Employees serving in at least one (1) semester appointment during the Fall academic term shall be provided with a notice of tuition waiver by July 1.

B. Spring Appointments. Employees who will be offered an appointment to commence at the start of the Spring semester shall be provided with a notice of tuition waiver by November 30.

Article 23

Stipends

23.1 Minimum Stipend. The minimum stipend shall be as follows:

A. Effective beginning with the Fall 2016 Semester: for students at the masters level, each nine-month employee (19.5 pay periods) on a .50 FTE appointment shall be guaranteed a minimum stipend of \$10,540. Appointments greater or less than .50 FTE shall be paid at a stipend rate representing a proportion of this minimum as determined by the fractional FTE appointment and the budgeted weeks of activity.

B. Effective beginning with the Fall 2016 Semester: for students at the doctoral level, each nine-month employee (19.5 pay periods) on a .50 FTE appointment shall be guaranteed a minimum of \$12,600. Appointments greater or less than .50 FTE but no less than .25 FTE shall be paid at a stipend rate representing a proportion of this minimum as determined by the fractional FTE appointment and the budgeted weeks of activity.

C. The University agrees to provide a one-time cash bonus of \$500 net to each Graduate Assistant employed at .50 FTE and above. The amount shall be pro-rated for appointments less than .50 FTE. Payment will be issued within 60 days of ratification by both parties

23.2 Employer's Contribution to Health Insurance.

A. With an effective date beginning with the Fall 2016 semester, the University agrees to continue to pay the health insurance premium up to a maximum \$2,410 annual amount plus 1% above the consumer price index as published by the Bureau of Labor Statistics of the United States Department of Labor on the preceding July 1 for graduate assistants appointed at .25 FTE or greater who elect coverage under the USF Student Health Insurance Plan.

B. Payment of the employer contribution will be discontinued or reduced as applicable under the following circumstances:

- (1) cessation of the appointment; or
- (2) reduction of the appointment to less than .25 FTE, as applicable;
- (3) completion of the hours specified for completion of the degree requirements of the program in which the employee is enrolled; or
- (4) failure of the employee to pay the employee portion of the insurance premium when due.

23.3 Departmental Discretion to Provide Stipend Increases. Nothing contained herein shall prevent departments from paying stipends higher than the minimum specified nor prevent the University to review market data to determine if increased funding for GA stipends to a specific department(s) or unit(s) supports market competitiveness. Any such increase in funding to a department or unit is at the sole discretion of the University, which shall retain this authority for the duration of this Agreement and which will further continue upon its

expiration. The University will issue a report or other appropriate notification to UFF-USF-GAU on a quarterly basis indicating the departments or units, if any, that received additional funding levels provided to increase market competitiveness, and not regularly budgeted amounts paid for GA stipends. Increased funding for GA stipends under this paragraph is not subject to Article II, Grievance Procedure and Arbitration.

23.4 Initial Payment. Employees who have turned in paperwork in a timely manner shall receive their first paycheck not later than four (4) weeks after the first day of the term of their contract. In the case of administrative error by the University and the employee is not paid on time, the University shall make a reasonable effort to provide the paycheck to the employee within one (1) week of notification of the error.