

2020 – 2023

University of South Florida /

Service Employees International Union

Collective Bargaining Agreement

Table of Contents

Article 1.....	4
Recognition.....	4
Article 2	4
Nondiscrimination.....	4
Article 3.....	4
Management Rights.....	4
Article 4.....	5
Union Access and Communication.....	5
Article 5.....	5
Adjunct Instructor Input and Integration in University Life.....	5
Article 6.....	6
Academic Freedom.....	6
Article 7.....	6
Union Membership Dues Deductions.....	6
Article 8.....	7
Maintenance of Records.....	7
Article 9.....	7
Job Abandonment.....	7
Article 10.....	7
Adjunct Pools.....	7
Article 11.....	8
Grievance Procedure and Arbitration.....	8
Article 12.....	14
Inclement Weather or Other Emergencies.....	14
Article 13.....	14
Evaluations.....	14
Article 14.....	15
Course Cancellation Fee.....	15
Article 15.....	15
Wages.....	15
Article 16.....	16
Severability.....	16
Article 17.....	17
Duration of Agreement.....	17
Signature Page.....	18
Appendix A.....	19
Service Employees International Union Dues Authorization Form.....	19
Appendix B.....	20
University of South Florida / Service Employees International Union.....	20
Grievance Form.....	20

Appendix C.....	22
Notice of Arbitration.....	22
Appendix D.....	23
Evaluation of Adjunct Faculty.....	23

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE 1: RECOGNITION

Pursuant to the Certification issued by the Florida Public Employee Relations Commission (#1929, MARCH 29, 2018), the University recognizes the Service Employees International Union (SEIU), Florida Public Services Union, (FPSU) as the exclusive agent for the purposes of collective bargaining for all adjunct instructors in the bargaining unit as defined in the Certification, with respect to the terms and conditions of employment as specifically set forth in this Agreement.

ARTICLE 2: NONDISCRIMINATION

2.1 Statement of Intent

The University and SEIU 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 based on race, color, marital status, sex, religion, national origin, disability, age, genetic information, sexual orientation, or gender identity and expression. The parties recognize their obligations under federal and state law, as well as University policies and regulations prohibiting discrimination and harassment.

2.2 Complaints of Discrimination and Harassment

Alleged violations of this Article are not subject to the grievance procedures under Article 11: Grievance Procedure and Arbitration. Rather, any Adjunct who believes he or she has been subjected to discrimination or harassment should report the conduct to the University's Office of Diversity, Inclusion, and Equal Opportunity (DIEO), in accordance with USF Policy 0-007: Diversity and Equal Opportunity: Discrimination and Harassment.

ARTICLE 3: MANAGEMENT RIGHTS

The USF Board of Trustees retains and reserves to itself the rights, powers, and authority vested in it, including but not limited to 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. All such rights, powers, and authority are retained by the USF Board of Trustees, subject only to those limitations expressly imposed by this Agreement. This includes the right to constantly monitor and review the size and number of classes and other activities, to consolidate or cancel inappropriately small offerings, and to reduce inappropriately large classes.

ARTICLE 4: UNION ACCESS AND COMMUNICATION

- 4.1 The Union shall provide the Division of Human Resources with a list of names of stewards and Local Representatives within thirty (30) days of the date this Agreement is ratified. Only those persons whose names appear on the list shall be recognized by the University for carrying out functions specifically authorized under this Agreement.
- 4.2 Within ten (10) days of any change to the stewards or Local Representatives referenced in Section 4.1, the Union will notify the Division of Human Resources of any such change(s) in writing.
- 4.3 Union stewards and Local Representatives shall be permitted to visit publicly-accessible areas of campus for the purpose of meeting with adjuncts during the adjuncts' non-working time. Visits shall not interfere with or interrupt any classroom or the performance of any employee's job duties.
- 4.4. Subject to the Policies and Regulations of the University and the terms of this Agreement, the Union is authorized to utilize University facilities for the purpose of conducting Union meetings on the same basis as they are generally available to other University-related organizations.
- 4.5 The University agrees to allow the Union to communicate with adjuncts through their University-issued e-mail addresses (e.g., @usf.edu), subject to the Policies and Regulations of the University, including but not limited to those addressing appropriate use of information technology resources.

ARTICLE 5: ADJUNCT INSTRUCTOR INPUT AND INTEGRATION IN UNIVERSITY LIFE

- 5.1 Upon official request, Department Chairs or their designees will be required no more than once per academic year to hold meetings with adjuncts in the Department to address the following topics:
 - a) Financial condition of Department
 - b) Professional development and opportunities for adjuncts
 - c) Adjunct engagement, morale and working environment
 - d) Staffing issues within Department
- 5.2 The Department will make reasonable efforts to hold such meetings in a place where all adjuncts will be able to attend, and at a time best suited for maximum attendance.

ARTICLE 6: ACADEMIC FREEDOM

The University affirms the principles of academic freedom and responsibility, as set forth in USF Policy 10-050: Academic Freedom and Responsibility.

ARTICLE 7: UNION MEMBERSHIP DUES DEDUCTIONS

The University agrees to process Union membership dues deductions and Committee on Political Education (COPE) deductions, as follows:

- 7.1 Authorization for deductions shall be submitted by Adjuncts in writing to SEIU using the Payroll Deduction Authorization Form attached as Appendix _A to this Agreement. SEIU will provide to USF Payroll the names, GEMS Employee ID numbers, and any other required information, per the University's standard procedures, for all Adjuncts who have provided authorization. The deductions will start within thirty (30) days of the University's receipt of this information from SEIU.
- 7.2 Deductions will be made on a bi-weekly basis.
- 7.3 SEIU will notify the University, in writing and certified by the SEIU State President, of the proper dues deduction amount. The Union will also provide written notice of any change to the dues deduction amount at least forty-five (45) days prior to the effective date of any such change.
- 7.4 A change in the dues amount shall not require new authorization forms. Any change to an Adjunct's optional COPE deduction amount, however, will need to be communicated to USF Payroll in writing.
- 7.5 The University's responsibility for deducting dues and other authorized deductions from an Adjunct's salary shall terminate automatically upon either:
 - a) Thirty (30) days' written notice from the Adjunct to USF Payroll and SEIU revoking the Adjunct's prior deduction authorization; or
 - b) The transfer of the authorizing Adjunct out of the bargaining unit.

In such cases, a new authorization form will be required before additional deductions may be made.

- 7.6 SEIU assumes responsibility for: (1) all claims against the University, including the cost of defending such actions, arising from their compliance with this Article; and (2) all monies deducted under this Article and remitted to the Union. SEIU shall promptly refund to the University excess monies received under this Article. The parties agree that this refund may be accomplished by the University withholding the equivalent of any overage amount from future remittances to SEIU, where appropriate.

ARTICLE 8: MAINTENANCE OF RECORDS

Each Department shall make a good faith effort to maintain accurate records concerning adjunct instructors, including any records required to be created or kept as specifically provided in this Agreement. These records shall be made available within a reasonable amount of time upon request, in accordance with Chapter 119, Florida Statutes, subject to applicable exemptions.

ARTICLE 9: JOB ABANDONMENT

If an Adjunct is absent without authorized leave for three (3) or more consecutive classes, tutoring sessions, or their equivalent during a term, the Adjunct shall be considered to have abandoned the position and voluntarily resigned from the University, and the Adjunct is only entitled to be paid for work performed up to the effective date of separation.

ARTICLE 10: ADJUNCT POOLS

10.1 Statement of Intent

The purpose of creating and maintaining adjunct pools at the department level is to facilitate the identification of qualified, available adjuncts, and to provide assurance to those adjuncts included in the pool that their names will be readily available for consideration when course openings arise. Both parties recognize the benefits of a pool system that promotes familiarity between departments and adjuncts, as well as increased efficiency in the hiring process, without limiting the department's flexibility to hire well-qualified individuals.

10.2 Creation and Composition of Adjunct Pool

Adjunct pools will be created and maintained at the department level, and all decisions regarding composition of the adjunct pool will be at the discretion of the department Chair or designee. In determining which individuals to include in the adjunct pool, the Chair may consider factors including, but not limited to, educational background, experience, past performance and reliability, relevant training or certifications, unique skills or expertise, and the needs of the department.

10.3 Removal from Pool

An Adjunct may be removed from an adjunct pool at the Chair's discretion and based on factors including, but not limited to, unsatisfactory evaluations, misconduct, prior refusal or failure to respond to offers of course assignments, and the needs of the department.

10.4 Recordkeeping

Each department will keep a list of adjuncts included in the adjunct pool. The list will include each adjunct's name, as well as any email address or mailing address provided by the adjunct for contact purposes. Should an adjunct's contact information change, it will be the adjunct's responsibility to provide updated contact information to be included on the list. The department will make the list available to adjuncts and SEIU within a reasonable amount of time upon request.

10.5 Limitations

Nothing in this Article creates any right, interest, or expectancy in any future employment beyond the specific terms of an adjunct's offer letter. The decision to include, exclude, or remove an adjunct from an adjunct pool will not be subject to the grievance procedures under Article 11. Nothing in this Article is interpreted to limit a department's ability to hire adjuncts from outside of the pool.

ARTICLE 11: GRIEVANCE PROCEDURE AND ARBITRATION

11.1 Purpose

The parties encourage the informal resolution of grievances whenever possible. The purpose of this procedure is to promote prompt and efficient resolution of grievances. This procedure shall be the sole and exclusive method for resolving grievances.

11.2 Definitions.

As used herein:

- A. "Grievance" shall mean a dispute filed on the appropriate grievance form (attached as Appendix B) concerning the interpretation or application of a specific term or provision of the CBA, subject to any exclusions contained in the CBA.
- B. "Grievant" shall mean a member of the bargaining unit who has filed a grievance in a dispute over a specific term or provision of the CBA.
- C. "Arbitrator" shall mean the individual selected by the parties to hear any unresolved issues at Step 3 of the grievance process, whether the individual is an arbitrator by profession or other neutral umpire.

11.3 Grievance Form Requirements

Each grievance or notice of arbitration must be submitted in writing and on the appropriate form, and must be signed by the grievant. The University may refuse to process a grievance or request for arbitration that is not filed in accordance with the procedures set forth in this Article.

11.4 Resort 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, at any time prior to filing a grievance or while a grievance remains pending, the grievant requests, in writing, resolution of the matter in any other forum, whether administrative or judicial, the University will 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 a grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. 2000e, et seq.

11.5 Limitations

In addition to any other limitations contained in the CBA:

- A. Disciplinary actions or dismissals that do not directly result in a loss of pay are not subject to the grievance process.
- B. Counseling, whether written or verbal, including recommendations for participation in an Employee Assistance Program, shall not be considered disciplinary action and is not subject to the grievance process.
- C. Decisions not to hire, re-hire, or offer a course to an adjunct are not subject to the grievance process.

11.6 Burden of Proof

In all grievances except disciplinary grievances, the burden of proof shall be on the employee. In grievances involving disciplinary action that directly results in a loss of pay, the burden of proof shall be on the University.

11.7 Representation

SEIU shall have the exclusive right to represent any Adjunct in a grievance filed under this Article, unless the Adjunct elects self-representation or to be represented by legal counsel.

11.8 Grievance Procedure

A. Filing

- 1) A grievance must be filed with the Department Chair or designee within seven (7) 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 seven (7)-day period will be evidenced by the date of receipt by the University.
- 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 covered by the CBA. Only those acts or omissions and sections of the CBA identified in the initial filing may be considered at subsequent steps.

B. Step 1

All grievances shall be placed in informal resolution status for thirty (30) days after the date of filing unless both the University and SEIU agree otherwise in writing. During the informal resolution period, efforts to resolve the grievance informally between the grievant and the department shall be made. Additional extensions may be granted upon mutual written agreement of the parties. If the grievance is not satisfactorily resolved during the initial informal resolution period, the grievant may submit a written request for Step 2 review within seven (7) days following the expiration of the informal resolution period, including any extensions. If the grievant does not request a Step 2 review within seven (7) days following the expiration of the informal resolution period, including any extensions, the grievance will be deemed informally resolved to the grievant's satisfaction and will not be processed further.

C. Step 2

- 1) Step 2 Meeting. The designated University representative or designee and the grievant shall agree to meet within fifteen (15) days following receipt of the grievant's written request for Step 2 review, absent an agreed upon extension in writing. During the meeting, the grievant will have the right to present evidence in support of the grievance.
- 2) Step 2 Decision. The designated University representative or designee shall issue to the grievant within thirty (30) days following the conclusion of the Step 2 meeting a written decision.

D. Step 3: Arbitration

- 1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the grievant may proceed to arbitration by filing a written Notice of Arbitration (attached as Appendix C) with the designated University representative within thirty (30) days from the date of the Step 2 decision. The Notice of Arbitration must be signed by the grievant and SEIU president or designee. The parties must stipulate to the issue(s), as limited by the initial grievance filing, prior to the arbitration. In the event a stipulation is not reached, the parties will conduct a telephonic hearing as described in Section 4, below.
- 2) Selection of Arbitrator. Within ninety (90) days after ratification of this Agreement, the parties will confer for the purpose of selecting an arbitration panel of five (5) individuals. Selection of the panel will be accomplished by the parties alternately proposing arbitrators until the panel is filled, with the right of first proposal determined by a coin flip unless otherwise agreed by the parties. The grievant or representative shall, within thirty (30) days of the filing of a Notice of Arbitration, contact the designated University representative in an effort to mutually agree on an arbitrator, whether included in the arbitrator panel or not, to conduct a hearing on the unresolved issues raised in the grievance. In the event the parties are unable to mutually agree on an arbitrator, the parties will select an arbitrator from the panel by alternately striking names from the panel list until one name remains. The right of first choice to strike from the panel will be determined by a coin flip unless otherwise agreed by the parties.
- 3) Authority of Arbitrator.
 - i. The arbitrator shall neither add to, subtract from, modify, nor alter the terms or provisions of this Agreement. The arbitrator's decision shall be confined solely to the application and/or interpretation of the Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
 - ii. Where an administrator has made a judgment involving the exercise of discretion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review the decision except for the purpose of determining whether the decision has violated this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action. Though the arbitrator may award back salary in cases involving a loss of pay, where appropriate, the

arbitrator may not under any circumstances award a grievant other monetary damages or penalties, or any back salary above the amount of the agreed upon salary specified in the grievant's offer letter.

- 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 date of the hearing to render a written decision on arbitrability, absent an extension agreed upon by the parties. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s). The parties may mutually agree that the same arbitrator who presided over the hearing on arbitrability may also serve as arbitrator to hear the case on the merits.
- 5) Conduct of Hearing. The arbitrator shall hold the hearing in Tampa, Florida, unless otherwise agreed by the parties. The arbitrator shall issue a decision within forty-five (45) days of the close of the hearing or the submission of post-hearing briefs, whichever is later, unless the parties agree to an extension. 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 Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Agreement or otherwise agreed by the parties, arbitration proceedings shall be conducted in accordance with the procedures of the American Arbitration Association.
- 6) Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the University, SEIU, 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, or otherwise as permitted under Section 682.13, Florida Statutes.
- 7) 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.
- 8) Fees and Expenses. All fees and expenses of the arbitrator shall be borne by the losing party. Each party shall bear the cost of preparing and presenting its own case. A 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,

except that where both parties order a transcript, the court reporter's appearance fees and costs will be split equally between the parties. Each party shall be responsible for the costs of any transcripts it orders.

- 9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but an award shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance, and in no case earlier than seven (7) days prior to the date the grievance was initially filed.

E. Time Limits

All time limits may be extended by mutual written agreement of the parties. Upon failure of the University to provide a decision within the time limits provided in this Article, the grievant or SEIU, where appropriate, may appeal to the next step within the time limits specified in this Article. Upon the failure of the grievant or SEIU, where appropriate, to file an appeal within the time limits specified in this Article, the grievance will be deemed to have been resolved by the decision at the prior step and will be dismissed.

F. Withdrawal

A grievance may be withdrawn by the grievant or SEIU at any time prior to issuance of the arbitrator's decision. Any withdrawn grievance is deemed to be withdrawn with prejudice and may not be re-filed or otherwise re-instituted.

G. Precedent

No complaint informally resolved, or grievance resolved at any step prior to the issuance of a decision by an arbitrator will constitute a precedent for any purpose unless agreed to in writing by the President of the University and the SEIU acting through its President or representative.

H. Inactive Grievances

A grievance that has been filed at Step 3 and on which no action has been taken by the grievant for forty-five (45) days shall be deemed withdrawn, resolved in accordance with the decision issued at the prior step, and non-arbitrable.

I. Impact on University Action

The filing or pendency of any grievance or arbitration proceedings under this Article will not operate to impede, preclude, or delay the University from taking the action complained of. An Adjunct with a pending grievance will not continue to be compensated beyond the Adjunct's last date of employment as

stated in the Adjunct's offer letter under any circumstances.

ARTICLE 12: INCLEMENT WEATHER OR OTHER EMERGENCIES

During periods in which classes are cancelled or the University is closed due to weather or other emergency events, adjuncts need not report to work and shall suffer no loss of pay, provided that they have not been designated as essential personnel under USF System Policy 6-037.

ARTICLE 13: EVALUATIONS

13.1 Student Evaluations

Student evaluations will be conducted for each course for which an Adjunct serves as instructor of record.

13.2 Evaluation Requests

An Adjunct may request no more than once annually that the department Chair or designee complete a written evaluation of the Adjunct's performance in the area of teaching. Should the request be granted, the Chair may opt to use the Adjunct Evaluation Form located at Appendix D of this Agreement, or another suitable format to be determined by the Chair. In evaluating an Adjunct's teaching, the Chair may consider student evaluations, syllabi, course grade distributions, classroom observations, and any other materials relevant to the Adjunct's teaching assignment.

13.3 Limitations

Nothing in this Article is intended to require or limit a Chair's ability to provide employment references upon request, or to provide additional feedback or counseling, whether verbal or written, to an Adjunct as part of the Chair's management role or to aid the Adjunct's professional development.

13.4 Recordkeeping

Student evaluations will be made available to the Adjunct and SEIU within a reasonable amount of time upon request in accordance with Chapter 119, Florida Statutes, subject to applicable exemptions. Chair evaluations completed upon the request of an Adjunct constitute limited access information and will be available for inspection only by the Adjunct, the Adjunct's representative, University officials responsible for supervision of the Adjunct, or by others by court order.

ARTICLE 14: COURSE CANCELLATION FEE

- 14.1 This Article applies only to situations in which an Adjunct has received a written offer from the Department Chair or authorized designee to teach a course, and the course is thereafter cancelled or reassigned at least seven (7) calendar days after the Adjunct has delivered to the Department Chair or authorized designee a written acceptance of the offer. In such situations, Adjuncts will be entitled to a course cancellation fee, as follows:
- 14.2 If the course is cancelled or reassigned within five (5) business days of the start of the semester, the impacted Adjunct will be entitled to a one-time payment in the amount of three hundred dollars (\$300). The Adjunct will not be entitled to any other amount set forth in the Adjunct's offer letter or otherwise where the course cancellation occurs prior to the start date of the Adjunct's contract.
- 14.3 If the course is cancelled after the start of the semester, the Adjunct will be entitled to a one-time payment in the amount of three hundred dollars (\$300) in addition to a prorated amount for the portion of the course taught by the Adjunct prior to cancellation. This prorated amount will be calculated based on the salary specified in the Adjunct's offer letter.
- 14.4 Adjuncts will not be entitled to any course cancellation fee except as expressly provided above.

ARTICLE 15: WAGES

15.1 Minimum Salary Per Credit Hour.

The following minimum salaries will apply to courses for which Adjuncts are paid by the credit hour or by the course. For multi-campus Colleges, these minimums will apply to each campus:

- College of the Arts:
 - \$1,000 per credit hour (or \$3,000 per 3-credit course)
- College of Arts and Sciences:
 - \$1,000 per credit hour (or \$3,000 per 3-credit course)
- College of Behavioral and Community Sciences:
 - \$800 per credit hour (or \$2,400 per 3-credit course)
- College of Business:
 - \$1,167 per credit hour (or \$3,500 per 3-credit course)
- College of Education:
 - \$1,000 per credit hour (or \$3,000 per 3-credit course)

- College of Engineering:
 - \$1,000 per credit hour (or \$3,000 per 3-credit course)

- College of Global Sustainability:
 - \$1,167 per credit hour (or \$3,500 per 3-credit course)

- College of Marine Science:
 - \$1,000 per credit hour (or \$3,000 per 3-credit course)

- Honors College:
 - \$1,167 per credit hour (or \$3,500 per 3-credit course)

- Undergraduate Studies
 - \$833 per credit hour (or \$2,500 per 3-credit course)

- Other Centers, Institutes, etc.
 - \$1,000 per credit hour (or \$3,000 per 3-credit course)

15.2 Minimum Salary Per Student

For courses for which Adjuncts are paid a specified amount per student enrolled in the course, the minimum salary will be \$400 per student or a total salary that is equivalent to the applicable per-credit minimum in the respective College, whichever is less.

15.3 Limitations

Where an Adjunct teaches only a portion of a course, the Adjunct may be paid a prorated amount of the applicable minimum salary without violating this Article. Similarly, where more than one Adjunct is assigned to teach a course, the above minimums may be apportioned between the Adjuncts without violating this Article, provided that the combined total salary paid to all Adjuncts assigned to teach the course meets the minimum or prorated amount thereof, as applicable. Nothing in this Article is intended to limit a Department's ability, in its own discretion, to offer an Adjunct a salary higher than the applicable minimum.

ARTICLE 16: 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; (b) is rendered invalid by reason of subsequently enacted legislation; (c) shall have the effect of a loss to the State University System or the 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.

ARTICLE 17: DURATION OF AGREEMENT

This Agreement shall become effective when ratified by employees in the bargaining unit and by the University Board of Trustees, or on July 1, 2020, whichever is later. This Agreement shall continue in full force and effect until June 30, 2023, subject to the following:

- 17.1 This Agreement may be reopened in January of 2022 upon written request of either party on or before October 1, 2021. The reopening is limited to Article 15: Wages.
- 17.2 In the event a reopener is timely requested, the parties will meet at least once during the month of January 2022 to discuss the reopened Article, unless otherwise agreed by the parties. Additional meetings require the agreement of the parties.
- 17.3 In the event the parties 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.
- 17.4 If an Agreement is not reached before this Agreement expires, this Agreement shall continue as provided by law until a successor agreement is ratified or imposed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties have set their signatures this _____ day of _____, 2020

FOR THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES

DocuSigned by: *Steven Currall* 10/1/2020
3FA3B8CF105348C...
Steven C. Currall, President

DocuSigned by: *James Garey* 9/24/2020
0E525F9EE2EB458...
Jim Garey, Chief Negotiator for USF

Eric Eisenberg
Sheri Neshiem
Craig S. Dawson

Approved as to Form and Legal Sufficiency Attorney, USF

DocuSigned by: *Craig Dawson*
817AC8676F0D4BF...

FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION

DocuSigned by: *Alphonso Mayfield* 9/21/2020
0F89107B224742F...
SEIU President Alphonso Mayfield

DocuSigned by: *Rick Smith* 9/11/2020
14C30838B0F844E...
Rick Smith, Chief Negotiator for SEIU

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**Appendix A
Service Employees International Union
(SEIU) Dues Authorization Form**

I, _____, authorize the University of South Florida to deduct from my bi-weekly pay membership dues of the Service Employees International Union (SEIU) in such amount as may be established from time to time by SEIU and certified in writing to the University by SEIU, and I direct that the sum so deducted be paid over to SEIU.

I further authorize the University of South Florida to deduct from my bi-weekly pay the following whole dollar amount as an optional Committee on Political Education (COPE) donation: \$____.00

SEIU 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 USF Payroll and to SEIU, or (2) my transfer out of this bargaining unit. Unless this Authorization is revoked in the manner heretofore stated, this Authorization shall remain in full force and effect in accordance with the provisions of Section 447.303, Florida Statutes.

Employee's Signature

Date

Name (printed)

Department

Please return to SEIU, (address)

Appendix B
University of South Florida / Service employees International Union
Grievance Form

I. Date (Received by University) _____

Grievant:

Step 1 Grievance Representative

College

Mailing Address:

Department:

Phone:

Phone:

If Grievant is represented by SEIU or legal counsel, all university communications should go to Grievant's representative.

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

II. Grievance

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

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):

SEIU

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 on _____ (Date) by (check one) ___ mail (certified or registered, restricted delivery, return receipt requested); ___ personal delivery; ___ other (specify): _____

Signature of Grievant:

(Grievant must sign for grievance to be processed)

The written Step 2 decision shall be transmitted to Grievant or Grievant's Representative, as applicable.

**Appendix C
Notice of Arbitration**

Service Employees International Union hereby gives notice of its intent to proceed to arbitration in connection with the Step 2 decision of USF dated _____ and received by SEIU on _____ in this grievance of:

Grievant: _____

USF Grievance No: _____

The following statement of issue(s) before the Arbitrator is proposed:

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

Date of receipt by Provost's Office: _____

Signature of SEIU President (or designee)

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

Signature of Grievant

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

Appendix D
Evaluation of Adjunct Faculty

Part I: To be completed by Adjunct:

Name of Adjunct: _____

Department / School _____

Semester / Year _____

Coursed Taught During Semester / Year Listed Above:

- 1.
- 2.
- 3.
- 4.

Part II: To be completed by Chair or designee:

I have reviewed the following information related to the teaching assignment
(check those that apply):

Student evaluations

Course grade distribution

Incidents / Complaints

Other sources: _____

Based on this review, I rate the Adjunct as follows in the area of teaching:

Unacceptable Weak Satisfactory Strong Outstanding

Additional comments:

Department Chair / Director Signature

Date