

Agreement

between

University of Florida Board of Trustees

and

Graduate Assistants United
United Faculty of Florida

2011-2014

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Article 1

RECOGNITION

1.1 Bargaining Unit. Pursuant to the certification of the Florida Public Employees Relations commission, certification No. 1488 dated June 18, 1980, of the United Faculty of Florida (UFF) as the exclusive representative, solely for the purpose of collective bargaining pursuant to Section 447.389, F.S. for all employees in the bargaining unit described in said certification, the University Board of Trustees has entered into this Agreement. The bargaining unit is described in the certification but, for convenience, may be described as employees in the following titles at the University of Florida:

Graduate Research Assistant,

Graduate Research Associate,

Graduate Teaching Assistant,

Graduate Teaching Associate, and

Graduate Assistant.

1.2 Exceptions. Nothing contained in this Agreement shall be construed to prevent the UBOT or its representatives from meeting with any individual or organization or 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 negotiations and agreement with UFF.

Article 2

APPOINTMENTS, REAPPOINTMENTS, AND TERMINATIONS

2.1 Letter of Appointment. The University shall make appointments on standard letters of appointment, signed by a representative of the University designated by the president or representative and the appointee. The letter of appointment shall be sent to the appointee within ten (10) days after the conditions necessary for the appointment have been met. No salary shall be paid in the absence of a signed letter of appointment properly on file with the University Board of Trustees. The employing department shall ensure that the signed letter of appointment is properly on file. The letter shall contain the following elements as a minimum:

- (a) Date;
- (b) Professional Classification System title and job code, if any;
- (c) Employment unit (e.g., department, college, institute, area, center, etc.);
- (d) Length of appointment;
- (e) Special conditions of employment including a description of their duties;
- (f) Name of supervisor;
- (g) A statement that the employee's signature shall not be deemed a waiver of the right to process a grievance with respect to the appointment in compliance with Article 11, Grievance Procedure;
- (h) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the Board of Governors and the UFBOT, and this Agreement, with the web address where the Agreement may be accessed;
- (i) Percent of full-time effort (FTE) assigned; and
- (j) Salary rate and bi-weekly stipend.

2.2 Reappointments. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific term. Upon written request, the GAU shall be provided information regarding established guidelines for teaching assistant appointments. When appointed, employees shall be provided with criteria concerning reappointment.

2.3 Length of Appointment. Appointments may be for any period of time up to one (1) calendar year. Appointments for graduate assistants shall be consistent with the faculty.

2.4 Notice:

- (a) Fall Appointments. Employees serving in at least one (1) semester appointment during an academic year shall be provided with a letter of intent regarding continuation or non-continuation of employment for the subsequent Fall semester as soon as practicable, but in no event later than May 15. A final letter of appointment, if necessary, shall be provided to the employee by June 30.

- (b) Spring Appointments. Employees, who will be offered an appointment to commence at the start of the Spring semester, shall be provided with a letter of intent by August 30. A final letter of appointment for mid-year appointees, if necessary, shall be provided to the employee by October 30.

2.5 Changes in appointment.

- (a) Any appointment may be curtailed, diminished, or terminated at any time, only by reason of any one of the following:
 - 1. Continued failure to perform duties as specified in the Letter of Appointment, after written notification;
 - 2. Failure of the employee, in the academic judgment of the University, to maintain satisfactory student status or to make appropriate progress toward the degree;
 - 3. Incompetence, which is documented, or misconduct of the employee;
 - 4. Completion of degree requirements;
 - 5. Lack of funds as a result of adverse financial conditions.
- (b) In case of 2.5(a)(5) above, the University shall provide three weeks notice, if practicable, and make every effort to reassign the affected employee. The notice shall include a statement which indicates that this action is grievable under the provisions of the University Board of Trustee/Graduate Assistant United Collective Bargaining Agreement.
- (c) When the President or representative has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the President or representative 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 by the President or representative was taken.

2.6 When a graduate assistant's current appointment is curtailed, diminished, or terminated the University will provide the graduate assistant a letter detailing the reasons including relevant dates. This letter shall inform the graduate assistant that their situation may be grievable under Article 11 of University Board of Trustee/Graduate Assistant United Collective Bargaining Agreement and have a reference to the UFF-GAU website.

Article 3

EMPLOYMENT PERFORMANCE EVALUATION

3.1 Policy. The job performance of each employee, whose term of appointment is one (1) semester or longer, shall be evaluated in writing once during each such appointment. The employment evaluation shall include evaluation of assigned duties and such other responsibilities as are appropriate to the assignment. Personnel decisions shall take such employment evaluations into account, provided that personnel decision need not be based solely on written employment performance evaluations.

3.2 Procedures. The employment evaluation shall be discussed with the employee, at which time any deficiencies shall be specifically noted and suggestions for their improvement made. A reasonable schedule shall be given to accomplish the necessary improvements. Such evaluation shall be placed in the employee's evaluation file. The employment evaluation shall be signed by the person who performed the evaluation and shall be shown to the employee, who shall be given the opportunity to sign it. The notice shall include a statement which mentions the University Board of Trustee/Graduate Assistant United Collective Bargaining Agreement and have a reference to the UFF-GAU website. A copy of the employment evaluation shall be given to the employee. The employee may attach a concise comment to the evaluation. Written student comments or evaluations need not be signed to be used for evaluation purposes.

3.3 Observations and Visitations. Observations or visitations for the purpose of evaluating employee performance may be either announced or unannounced.

- (a) Within two (2) weeks after an observation or visitation, the employee shall have an opportunity to meet and discuss the observation or visitation with the observer. UFBOT and UFF-GAU agree that it is beneficial for the employee and the observer to meet as soon as possible after the observation.
- (b) If a written comment by the observer regarding the observation or visitation is prepared, it shall be placed in the evaluation file. A copy of such comment shall be given to the employee no later than two (2) weeks following the observation, if practicable. Such comment shall not be grievable; however, the employee shall have the right to respond in writing and shall have such response attached. The employee shall have the right, to be exercised within three (3) working days after the meeting with the observer, to request in writing an additional observation or visitation by a different observer. Such additional observation or visitation shall be accomplished prior to the end of the semester, and shall be placed in the evaluation file. The employee shall have the right to respond to this observation also and have the response attached.

3.4 Criteria.

- (a) Performance evaluations pursuant to Article 3.1 shall be based upon assigned duties, and shall consider the nature of the assignment, and, where applicable, in terms of:
1. Teaching effectiveness, including effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, and direct consultation with students. The evaluation shall include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students' critical thinking and/or creative abilities, and adherence to accepted standards of professional behavior in meeting responsibilities to students.
 2. Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. The evaluation shall include consideration of the employee's productivity, including the quality and quantity of what has been done during the year and of the employee's research and other creative programs and contributions; and recognition by the academic or professional community of what is done.

Article 4

EMPLOYEE EVALUATION FILE

4.1 Policy. There shall be only one (1) employee evaluation file in which all written materials used to evaluate employee performance are maintained so that when evaluations and personnel decisions are made, the only documents which may be used are those contained in that file. A copy of the employee's performance evaluation shall be given to the employee in accordance with Section 3.2. Employees shall be notified, upon request, of the location of the employee evaluation file and the identity of the custodian. A notice specifying the location of the official evaluation file shall be posted in each department or comparable unit.

4.2 Access. An employee may examine the employee evaluation file upon reasonable advance notice, during the regular business hours of the office in which the file is kept, normally within the same business day as the employee requests to see it and under such conditions as are necessary to insure its integrity and safekeeping. Upon request, an employee may paginate with successive whole numbers the materials in the file, and may attach a concise statement in response to any item therein. Upon request and the payment of a reasonable fee for photocopying, an employee may obtain copies of any materials in the evaluation file. A person designated by the employee may examine that employee's evaluation file with the written authorization of the employee concerned and subject to the same limitations on access that are applicable to the employee.

4.3 Indemnification. UFF-GAU agrees to indemnify and hold UBOT and the University, and their officials, agents, and representatives harmless from and against any and all liability for any improper, illegal, or unauthorized use by UFF of information contained in such employee evaluation file.

4.4 Use of Evaluative Material. In the event a grievance proceeds to arbitration, the UBOT, UFF, the arbitrator, and the grievant shall have the right to use copies of materials from the grievant's evaluation file in the arbitration proceedings.

4.5 Anonymous Material. No anonymous material shall be placed in an employee evaluation file, except for student evaluations which are part of a regular evaluation procedure of classroom instruction.

4.6 Materials in Evaluation File. Evaluative materials or summaries thereof, prepared as part of a regular employee evaluation system, may be placed in an employee evaluation file when signed.

4.7 Removal of Contents. Materials shown to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the employee evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance.

Article 5

ACADEMIC FREEDOM

It is the policy of the UFBOT and UFF to encourage graduate assistants, in fulfillment of their assigned teaching responsibilities, to give their own interpretation of instructional materials used by them—whether self-chosen or prescribed by the teaching unit—within the bounds of knowledge and methodologies appropriate to the disciplinary field, under the guidance of the employing department or unit. In fulfilling assigned research duties, graduate assistants will be encouraged to exercise creativity and sound judgment in carrying out the theoretical, conceptual, and methodological design of the research under the guidance of the research supervisor. When the Graduate Assistant is primarily responsible for the course, the Graduate Assistant shall determine grades in accordance with UFBOT College, and Department policies, if any.

Article 6

WORKLOAD

- 6.1 Assignment of Responsibilities.
- (a) No employee shall be assigned employment responsibilities during semester that exceed an average of ten (10) hours per week for one-fourth time; thirteen and one third (13.3) hours per week for one-third time; twenty (20) hours per week for a one half time appointment; or thirty (30) hours per week for a three-quarter time appointment. The same proportional relationship applies to all other FTE's.
 - (b) For the purposes of determining whether an assignment can be accomplished within the time limitations described herein, research and other activities that lead directly to an employee's thesis, dissertation, or other degree requirements need not be counted as part of the assigned workload.
- 6.2 Grievability. In the event an employee has reason to believe that the assignment exceeds the guidelines described in Section 6.1, the employee may file a grievance pursuant to the procedures in Article 11.

Article 7

OUTSIDE ACTIVITY/CONFLICT OF INTEREST

7.1 Policy. Outside employment or other activities that the University can show interfere with an employee's obligation to the University or that constitute a conflict of interest are prohibited. No employee who engages in outside employment or other activity shall claim to be an official University representative in connection with an outside employment or other activity. No employee may use University personnel, equipment, or facilities in connection with the outside employment or activity without prior approval of the President or representative. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.

7.2 Report of Outside Activity.

- (a) Any employee who proposes to engage in any outside activity which the employee should reasonably conclude may create a conflict of interest, shall report to the employee's supervisor, in writing, the details of such proposed activity prior to engaging therein.
- (b) The report, as described in paragraph 7.2(a), shall include, where applicable, the name of the employer or other recipient of services; the funding source; the location where such activity shall be performed; and the nature and extent of the activity.

Article 8

UNLAWFUL DISCRIMINATION

8.1 Policy. Neither the UBOT nor UFF shall discriminate against or harass any employee based upon race, color, sex, religious creed, national origin, age, veteran status, disability, political affiliation, sexual orientation, 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.

8.2 Sexual Harassment.

- (a) Sexual harassment, as defined by federal law, is a prohibited form of sex discrimination.
- (b) The University strictly prohibits sexual harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct of a sexual nature when:
 - (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
 - (2) submission 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 substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Article 9

COPYRIGHTS AND PATENTS

9.1 Disclosure. An employee shall disclose all patentable inventions and technological developments which the employee may develop or discover while an employee of the University. With respect to discoveries or inventions made during the course of approved outside employment, the employee may delay such disclosure for no more than one hundred and eighty (180) days, when necessary to protect the outside employer's interests, until the decision has been made whether to seek a patent.

9.2 Waiver of Rights. While an employee may, in accordance with Article 7, Outside Activity/Conflict of interest, engage in outside employment pursuant to a consulting agreement, the Office of Academic Affairs and the Office of Research and Graduate Programs, must approve any requirement by the outside employer that the employee waive the employee's/university's rights to any patentable invention or discoveries which arise during the course of such outside employment. An employee who proposes to engage in outside employment shall furnish a copy of the University's patents policy to the outside employer prior to or at the time the consulting agreement is executed.

9.3 Federal Sponsorship. If the employee's activities involve inventions or discoveries conceived under Federal sponsorship or supported by University funds or resources, then the Office of Academic Affairs and the Office of Research and Graduate Programs shall not grant permission to waive patent rights.

9.4 Reporting Procedures. The employee shall report to the President or designee the nature of the discovery or new invention, together with an outline of the project and the conditions under which it was done. If the University wishes to assert its interest in the patent, the President or designee shall inform the employee within a maximum of one hundred and thirty-five (135) days. It is understood that every effort shall be made at appropriate administrative levels to expedite the decision-making process to minimize the time involved. The division of proceeds between the University and the employee generated by the licensing of patent rights or trade secrets shall be negotiated and reflected in a written contract between the University and the employee. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring agencies, but the employee shall not commit any act which would tend to defeat the University's interest in the matter, and the University shall take any necessary steps to protect such interest.

Article 10

LEAVES OF ABSENCE

- 10.1 An employee shall not be required to perform assigned duties when:
- (a) disabled or otherwise unable to perform them because of injury, illness (physical or mental), jury duty, required U.S. military service, or when unable to so perform because the employee's presence is required elsewhere because of injury, illness, or death in the immediate family. Immediate family shall consist of mother, father, spouse, sister, brother, child, a person in a legal dependent relationship with the employee, or other relative living in the employee's household. The employee shall notify the supervisor of the inability to serve as soon as possible.
 - (b) The university is closed for a state holiday or a declared emergency, unless the special conditions of the appointment require the employee to perform duties at these times. These days shall not be held against the employee with regard to permitted days of leave pursuant to Section 10.2.
 - (c) Taking examinations for professional licensing related to the degree or qualifying examinations are required by the university. These days shall not be held against the employee with regard to permitted days of leave pursuant to Section 10.2.
 - (d) Traveling to conferences or other events for professional development. UFBOT and the UFF-GAU encourage supervisors to facilitate professional development and approval of attendance at such events shall not be unreasonably denied. These days shall not be held against the employee with regard to permitted days of leave pursuant to Section 10.2.

10.2 Personal time under this Article shall be with pay for up to five (5) days per semester appointment. Each employee shall be credited with such five (5) days at the beginning of each semester and shall use leave in increments of not less than one (1) day. For example, an employee scheduled to work six (6) hours on Monday and three (3) hours on Tuesday, who is unable to perform assigned duties on these days for any of the reasons described above, would be charged with two (2) days of personal time, regardless of FTE appointment, or number of work hours scheduled. The personal time provided under this article shall not be cumulative.

10.3 Unpaid Leave.

- 1) Graduate assistants shall be entitled to six (6) weeks of unpaid leave during any 12-month period for one or more of the following reasons:
 - a) the birth of a child and in order to care for that child;
 - b) the placement of a child with a graduate assistant for adoption or foster care;
 - c) the care of a spouse, domestic partner, mother, father, brother, sister, child, legal dependent, or a relative living in the graduate assistant's household;
 - d) A serious health condition of the graduate assistant which makes the GA unable to perform his or her duties.
- 2) The graduate assistant shall provide the University with written notice not less than thirty (30) days prior to the date of the requested leave, if practicable. In the case of emergency, the graduate assistant must give verbal notice within twenty-four (24) hours of taking leave. In the case of a serious health condition, the University may request medical verification from a health care

provider. The University also may require the GA to see a medical provider of the University's choice and at the University's expense.

- 3) The graduate assistant may request an extension of the leave, which the University, at its sole discretion, may provide.
- 4) The GA is entitled to return to the same or similar position at the conclusion of the leave. This return provision does not apply if the return date is after the completion of an employment contract.
- 5) The University shall continue to pay the health care premiums during the duration of the GA's leave. If applicable, the University tuition waiver shall be maintained.
- 6) A GA must be in at least a second semester of employment as a graduate assistant to be eligible for this leave provision.

Article 11

GRIEVANCE PROCEDURE AND ARBITRATION

11.1 Purpose. The UFBOT and UFF-GAU agree that all problems should be resolved, whenever possible, before filing of a grievance and they encourage open communication between administrators and employees so that resort to the formal grievance procedure will not be necessary. The UFBOT and UFF-GAU further encourage the informal resolution of grievances. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method of resolving the grievances of employees.

11.2 Resort to Other Procedures. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, an employee or UFF-GAU seeks resolution of the matter in any other forum, whether administrative or judicial, the employer shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure and the grievance shall be deemed withdrawn. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the President'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.

11.3 Definitions. As used herein:

- (a) The term "grievance" shall mean a dispute concerning the interpretation or application of a specific term or provision of this Agreement, filed pursuant to this Article, and subject to those exclusions appearing in other Articles of this Agreement.
- (b) The term "grievant" shall mean an employee or group of employees who has filed a grievance in a dispute over a provision of this Agreement which confers rights upon them, or UFF-GAU which has filed a grievance in a dispute over a provision of this Agreement that confers rights upon UFF. A grievance filed by UFF-GAU which alleges a violation of its rights by two (2) or more colleges, or a grievance filed by

employees in two (2) or more colleges, shall be initiated at Step 1.

11.4 Representation. UFF-GAU shall have the exclusive right to represent any employee in grievances filed hereunder, provided employees may represent themselves or be represented by legal counsel. If an employee elects not to be represented by UFF, the UFBOT shall promptly inform UFF-GAU 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 UFF-GAU shall have the right to have an observer present at all meetings called between grievants and the UBOT for the purpose of discussing grievances and shall be sent copies of all decisions at the same time they are sent to the other participants.

11.5 Grievance Representatives. UFFGAU shall furnish annually to the UFBOT a list of all persons authorized to act as grievance representatives and shall update the list as needed. The UFF-GAU grievance representative shall have the responsibility to meet all instructional, research, 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 the hours scheduled for these activities, to investigate, consult, and prepare grievance presentations and attend grievance meetings. Should any hearings or meetings with the President, the UFBOT, or their representatives 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.

11.6 Appearances.

- (a) When an employee participates during working hours in arbitration proceedings or in a grievance meeting between the grievant or representative and the President or UFBOT or either of their representatives, that employee's compensation shall neither be reduced nor increased for time spent in those activities.
- (b) Prior to participation in any such proceedings, conferences, or meetings, the employee shall make arrangements acceptable to the appropriate supervisor for the performance of the employee'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.

11.7 Grievance Forms. All written grievances, requests for review, and arbitration notices must be submitted in writing on forms attached to this Agreement as Appendices C, D, E, and F respectively, and shall be signed by the grievant. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, the UFF-GAU representative may sign such documents for the grievant. The UFBOT, or its representatives, responsible for reviewing grievances at Step 1 or Step 2, may refuse consideration of a grievance not filed in accordance with this Article.

FORMAL GRIEVANCE PROCEDURE

11.8 Filing. The filing of a written grievance shall constitute a waiver of any rights the grievant may have under Chapter 120, Florida Statutes, or under any other UBOT procedures with regard to the matters contained in the grievance. A grievance may be withdrawn at any time by the grievant or by the UFF-GAU representative.

11.9 Oral Step.

- (a) An employee having a dispute concerning the interpretation or application of a specific term or provision of this Agreement may, within twenty-five (25) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission, whichever is later, file a grievance by presenting the grievance orally to the employee's faculty supervisor. At the time the grievance is filed, the grievant shall identify it as such.
- (b) The faculty supervisor, and the college dean, if appropriate, shall discuss the grievance with the grievant and/or the grievant's representative, if any, and shall issue a decision within ten (10) days following the date the grievance is filed at the Oral Step.

11.10 Step 1.

- (a) If a grievance is not satisfactorily resolved at the Oral Step, the grievant may file a written grievance, on the form contained in Appendix C, with the graduate dean or designee within twenty-five (25) days after the receipt of the decision at the Oral Step.
- (b) In advance of the Step 1 meeting, the grievant shall have the right, upon request, to a copy of any identifiable and currently existing documents relevant to the grievance.
- (c) At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance. The graduate dean shall meet with the grievant and/or the grievant's representative no later than ten (10) days following the filing of the grievance at Step 1 and shall issue a written decision to the grievant and the grievant's representative, if any, within ten (10) days following the meeting.

11.11 Step 2.

- (a) If the grievance has not been satisfactorily resolved at Step 1, UFF-GAU may, upon request of the grievant and on the form contained in Appendix D, request a review of the Step 1 decision by the President of the University. The request shall be made within ten (10) days after receipt of the Step 1 decision, and shall include a copy of the grievance form filed at Step 1 and all written responses and documents in support of the grievance.
- (b) The President, or his/her representative, shall meet with the UFF-GAU grievance representative within ten (10) days after receipt of the request at Step 2 and shall issue a written decision to the grievant and the grievant's representative, if any, within ten (10) days following the meeting.

11.12 Step 3.

If the grievance has not been satisfactorily resolved at Step 2, UFF-GAU may, upon the request of the grievant, proceed to arbitration by filing a written notice of intent to do so on a form contained in Appendix C. Notice of intent to proceed to arbitration must be filed with the President or representative within twenty-five (25) days after receipt of the Step 2 decision and shall be signed by the grievant and the UFF-GAU Co-President or representative.

11.13 Selection of Arbitrator. Representatives of the UFBOT and UFF-GAU shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting a fifteen-member Arbitration Panel. Within fourteen (14) days after receipt of a Notice of Arbitration, representatives of the UFBOT and UFF-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 (1) name remains. The winner of a coin toss shall be the first to strike a name from the list. If the parties are unable to agree on a panel of arbitrators, they shall follow the normal American Arbitration Association procedure for the selection of an arbitrator. The parties 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.

11.14 Authority of the Arbitrator.

- (a) The arbitrator shall neither add to, subtract from, modify, nor alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.
- (b) If a supervisor has made a judgment involving the exercise of discretion, such as decisions regarding evaluation, the arbitrator shall not substitute the arbitrator's judgment for that of the supervisor, nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement.
- (c) If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action. An arbitrator may award back pay if the arbitrator determines that the employee is not receiving the appropriate compensation from the University, but the arbitrator may not award other monetary damages or penalties.
- (d) 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 (1) the employee was deprived of reasonable opportunity to seek other employment, or (2) the employee actually rejected an offer of comparable employment that the employee otherwise would have accepted.

11.15 Burden 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 UFBOT.

11.16 Arbitrability. In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that the arbitrator has no such

power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed, pursuant to Section 682.03, Florida Statutes.

11.17 Conduct of Hearing.

- (a) The arbitrator shall hold the hearing in the city where the grievant is employed, unless otherwise agreed by the parties. The hearing shall commence within twenty-five (25) days of the arbitrator's acceptance of selection or as soon thereafter as is practicable, and the arbitrator shall issue the decision within sixty (60) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties.
- (b) 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 by other agreement of the parties, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

11.18 Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the UFBOT 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 682.0, Florida Statutes.

11.19 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 (1) week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an original transcript and one (1) copy for the party originally requesting a transcript of the proceedings. 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 (5) days after receiving the copy of the transcript from the reporter.

11.20 Time Limits. All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the UFBOT and UFF-GAU or their representatives. Upon failure of the Board or the University to provide a decision within the time limits provided in this Article, the grievant or UFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or 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.

11.21 Notification. All grievances, requests for review, notices, and decisions shall be transmitted in person or by certified or registered mail, restricted delivery, return receipt requested. In the event

of a question as to the timeliness of any grievance, request for review, notice, or decision, the date of receipt shall be determinative. In the event that any action falls due on a day when the University or the UFBOT (as appropriate) 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.

11.22 Precedent.

- (a) No complaint informally resolved or grievance resolved prior to arbitration shall constitute a precedent for any purpose unless agreed to in writing by the UFBOT and UFF-GAU acting through its president or representative.
- (b) The interpretation of a provision of this Agreement shall not constitute a precedent for interpretation of the same or similar provisions in other collective bargaining agreements operative in the State University System.

11.23 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 thirty-five (35) days prior to 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.

11.24 Processing. The filing or pendency of any grievance, or of arbitration proceedings, under this Article shall not operate to impede, preclude, or delay the UFBOT or University from taking the action complained of. 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 failure to reappoint. In no event shall any employee, as a result of a pending grievance, receive compensation following cessation of employment.

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

11.26 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.

Article 12

MATRICULATION AND TUITION PROGRAM

- 12.1 Policy. The UFBOT and the UFF-GAU agree that payment by the university of tuition for graduate assistants, and non-resident fee charges for all out-of-state graduate assistants, which results in those employees being allowed to waive such payment, is highly desirable in order to attract high quality graduate students to the University of Florida and to improve the quality of education.
- 12.2 Waivers.
- (a) The UFBOT and the UFF-GAU will continue to seek legislative funding to meet the costs associated with tuition and non-resident fee waiver program. Waivers shall be for at least the minimum number of credit hours required to hold the employee's graduate assistant appointment. If sufficient waivers are not available to provide all graduate assistants with such waivers, first consideration for receipt of these waivers shall be given to graduate assistants who were employed and receiving a waiver for at least one (1) semester during the prior academic year and who are students in good standing.
 - (b) In order to supplement the waivers provided by the Legislature for this program and following the practice of other major research institutions throughout the country, the University shall require those individuals who make application for contracts or grants to incorporate the costs of the tuition and non-resident fee 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 Report to UFF-GAU. A report of the distribution of tuition and non-resident fees paid by the university shall be provided to UFF-GAU within two (2) weeks after the report is final. This report shall include information regarding the total amount of tuition and non-resident fee waivers as well as employee name, academic department, and the number of hours the employee was authorized to waive.
- 12.4 The UBOT and UFF-GAU agree to special consultation relating to the issues of fees and fee payroll deduction.

Article 13

RESERVED RIGHTS

- 13.1 Reservation of Rights: The UBOT retains and reserves to itself all rights, powers, and authority vested in it, whether exercised or not, including but not limited to the right to plan, manage, and control the University of Florida and in all respects carry out the ordinary and customary functions of management.
- 13.2 Limitations. All such rights, powers, and authority are retained by the UBOT subject only to those limitations expressly imposed by this Agreement. Only violations of such limitations shall be subject to Article 11, Grievance Procedure.

Article 14

USE OF FACILITIES

14.1 University Facilities. UFF-GAU 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. University-related organizations are defined as follows;

University-related Groups and Organizations. Those 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, career service staff council, direct support organizations, the United Faculty of Florida, etc.

14.2 Bulletin Boards. UFF-GAU may post bulletins and notices relevant to its position as the collective bargaining representative of the employees on one (1) bulletin board in each department in which employees work. The University shall notify the UFF-GAU of the location of said bulletin boards by the first day of class in the Fall Semester. Materials placed on designated bulletin boards may not be used for election campaigns for public office or for exclusive representation campaigns. The University shall provide UFF-GAU an entry on the website listings of the main UF web page.

14.3 UFF-GAU Leaves of Absence.

- (a) At the request of UFF-GAU in writing, leaves of absence of at least one (1) semester shall be considered to a maximum of six (6) employees designated by UFF-GAU for the purpose of carrying out UFF-GAU's obligation in representing employees and administering this Agreement. Such leave shall be for the employee's FTE rate, i.e., .5 FTE, .33 FTE, etc.
- (b) No more than one (1) employee from a single department need be given such leave.
- (c) UFF-GAU shall reimburse the University for the employee's salary and other benefits.
- (d) The employee shall have all other rights of employees and shall receive the average salary increase granted to other members of the bargaining unit at that University.
- (e) The University or the UFBOT shall not be liable for the acts or omissions of said employees in furtherance of union activity during the leave, and UFF-GAU shall hold the University harmless for any such acts or omissions.
- (f) An employee on such leave shall not be evaluated for this activity.
- (g) UFF-GAU shall transmit requests for such leave to the University President no

later than June 1 for leaves in the Fall Semester and no later than October 20 for leaves in the Spring Semester.

14.4 Released Time.

(a) The University agrees to provide up to 1.0 FTE units of released time per semester during the academic year and 1.0 FTE units of released time to be divided between Summer A and Summer B, to employees designated by the UFF-GAU for the purpose of carrying out the UFF-GAU's obligations in representing employees to receive released time during the academic year, subject to the following conditions:

(1) No more than one employee per department may be granted released time at any one time. For departments with more than one hundred (100) graduate assistants, a second employee may be granted released time with the approval of the chair/director.

(2) No employee shall be granted more than .33 FTE released time per semester or summer term. No employee will receive more than a total of .70 FTE.

(3) An employee is eligible for only two released time appointments (spring or fall semester) during a two-year period. The two-year period shall begin at the start of the first released time appointment. Summer will not count for eligibility unless the graduate assistant works two summer terms (a term begin Summer A or Summer B) in the course of two years – in which case each two summer terms count at one appointment.

(4) The UFF-GAU shall provide the University with a list of requested designees for the academic year no later than 30 days prior to the first day of the academic appointment, if practicable. The list will indicate each employee's requested FTE for released time.

(5) Employees on released time must remain students in good standing at the University during their released time appointment.

(b) Released time shall be used for conducting University-related UFF-GAU 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-GAU pursuant to Section 14.3.

(c) Upon the failure of the UFF-GAU 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 deadlines in Section 14.4(a)(4) shall be allowed at the discretion of the University.

(d) Employees on released time shall be eligible for stipend 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.

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

14.5 Office Space.

The UFBOT will provide an office to UFF-GAU.

Article 15

UNION DEDUCTIONS

- 15.1 Deductions. Pursuant to the provisions of Section 447.303, Florida Statutes, the UFBOT and UFF-GAU hereby agree to the deduction and remittance of UFF-GAU membership dues and uniform assessments.
- 15.2 Procedure. During the term of this Agreement, the UFBOT agrees to deduct UFF-GAU membership dues and uniform assessments, if any, in an amount established by UFF-GAU and certified in writing by the UFF-GAU Statewide President to the UFBOT, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written check-off authorization form as contained in Appendix B to this Agreement, as follows:
- (a) Commencement of Deduction. Deductions will be made beginning with the first full pay period commencing at least seven (7) full days following receipt by the University of check-off authorization. UFF-GAU shall give written notice to the University of any changes in its dues or uniform assessments at least forty-five (45) days prior to the effective date of any such change.
 - (b) Remittance. The dues and uniform assessments deducted, if any, shall be remitted by the University to UFF-GAU within thirty (30) days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted.
 - (c) Termination of Deduction. The University's responsibility for deducting dues and uniform assessments, if any, from an employee's salary shall terminate automatically upon either (1) thirty (30) days written notice from the employee to the University personnel office revoking that employee's prior check-off authorization, or (2) the discontinuance of the authorizing employee's status within the bargaining unit. The University shall notify UFF-GAU of all terminations of deduction prior to their effective date. Employees who have valid dues check-off authorizations filed with the University, whose dues check-off is discontinued because of a leave without pay or movement to a non-profit position, shall have their dues check-off resumed upon return to pay status within the bargaining unit, provided the absence from the unit is not longer than two consecutive semesters (i.e., Fall-Spring, Spring-Summer, or Summer-Fall).
- 15.3 Indemnification. UFF-GAU assumes responsibility for: (1) all claims against the UFBOT and 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 UFF-GAU. UFF-GAU shall promptly refund to the University excess monies received under this Article.

- 15.4 Exceptions. The UFBOT will not deduct any UFF-GAU fines, penalties, or special assessments from the pay of any employee.
- 15.5 Termination of Agreement. The UFBOT's responsibilities under this Article shall terminate automatically upon: (1) decertification of UFF-GAU or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of UFF-GAU's check-off privilege by the Florida Public Employees Relations Commission.

Article 16

INSURANCE DEDUCTION

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

Article 17

MISCELLANEOUS PROVISIONS

- 17.1 No Strike or Lockout. The UBOT agrees that there will be no lockout at the University during the term of this Agreement. UFF-GAU agrees that there will be no strike by itself or by any employees during the term of this Agreement.
- 17.2 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 take immediate effect upon the enactment of such legislation.
- 17.3 Legislative Action. The UBOT and UFF-GAU agree that neither will attempt to influence or support changes in existing statutes or legislation which would change the terms of this Agreement.
- 17.4 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 Alachua County, Florida. In an action commenced in Alachua County, neither the UBOT nor UFF-GAU will move for a change of venue based upon the defendant's residence in fact if other than Alachua County.
- 17.5 Copies of Agreement. The UBOT agrees to send to the UFF-GAU office sufficient copies of the ratified Agreement, and amended articles or provisions. A link to the final Agreement will be placed in an appropriate location on the University of Florida Graduate School web page.
- 17.6 Class Titles. Whenever the UBOT creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify UFF-GAU. Further, if the UBOT revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify UFF-GAU of such new designation. Within ten (10) days following such notification, UFF-GAU may request a meeting with the UBOT or its representative for the purpose of discussing the designation. If, following such discussion UFF-GAU disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings. An employee may request a review of the appropriateness of the employee's classification by the appropriate University office. The matter shall not be subject to Article 11, Grievance Procedure.
- 17.7 Report to UFF-GAU. The University shall provide a report containing the following information to the UFF-GAU chapter no later than the third week of the semester, if practicable: employee name, class title/code, hiring/academic department, pay rate, employee FTE, email address, and campus mail address. This report is in addition to the reports provided by the University pursuant to Sections 12.3 and 23.8. The spring semester report will include a whether or not each GA is having union dues deducted from their pays.

17.8 Dissemination of Information. The university agrees to work with UFF-GAU to disseminate information.

Article 18

OTHER EMPLOYEE RIGHTS

- 18.1 **Work Space.** If the UBOT requires that the assigned duties of an employee be performed in a specific on-campus location, other than the computer center or the library, the UBOT shall provide space for such assignment. If practicable, space shall be provided where private consultations with employees' students may be held. Before an employee's work space location is changed, or before there is a substantial alteration to an employee's work space 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.
- 18.2 **Mail.** Employees shall be entitled to receive employment-related mail at their work location. Each employee shall be notified of a location where such mail may be picked up.
- 18.3 **Safe Conditions.** The University shall make every reasonable effort to provide employees a safe working environment. Employees are responsible for immediately reporting situations involving unsafe working conditions to appropriate administrators. Appropriate administrators include, but are not limited to, the employee's immediate supervisor, graduate coordinator, department chair, or Dean. 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 will reply to the employee.
- 18.4 **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 President's office as soon as possible after receipt of the summons commencing the action in order that the University and UBOT may fulfill their 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 subdivisions 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.
- 18.5 **Access to Resources.** Employees who are assigned instructional or research duties shall be provided reasonable access to departmental laboratories, studios, computer centers, photocopy services, and the like used in connection with assigned responsibilities.

18.6 Health Insurance Policy. The UFBOT agrees to provide a health insurance policy free of any premium for graduate assistants appointed at .25 FTE or greater. All members of the collective bargaining unit are eligible for this benefit, provided that they are enrolled in a graduate degree program, on an appointment through Academic Personnel, appropriately registered, and appointed for 0.25 FTE or greater for a particular semester

18.7 Health Insurance Committee. In the event the UFBOT rebids the graduate assistant health coverage, the UFF-GAU co-presidents will appoint one (1) employee to serve on the committee. Such representation shall not be construed as a waiver of the UFF-GAU's right to negotiate any changes to the terms of said health coverage.

18.8 Health Insurance Benefits. For informational purposes, a summary of benefits of the 2012-2013 graduate assistant health coverage is provided in Appendix F.

18.9 Child Care Research Committee

- (a) A committee consisting of at least one representative from each of UF Human Resources, the Graduate School, Baby Gator Administration, and UF-GAU shall be formed to discuss improving access of Graduate Assistants to on-campus child care facilities.
- (b) The committee shall begin to research options no later than September 1, 2013.
- (c) The committee shall meet at least once per month during the Fall 2013 and Spring 2014 semesters.

Article 19

TOTALITY OF AGREEMENT

- 19.1 **Limitation.** The parties acknowledge that during the negotiations which resulted in this Agreement, UFF-GAU 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.
- 19.2 **No Obligation to Bargain.** Therefore, the UBOT and UFF-GAU, 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.
- 19.3 **Modifications.** Nothing herein shall, however, preclude the parties from mutually agreeing to alter, amend, delete, enlarge, or modify any of the provisions of this Agreement in writing.

Article 20

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 of Florida or to the UBOT 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.

T/A April 5
2/10

T/A CMD
5 Apr 11

Article 21

Amendment and Duration

21.1 Duration. The agreement shall become effective on the date it is ratified by both parties and remain in effect through June 30, 2014, with the following exceptions:

(a) Re-opener negotiations shall begin upon request by either party, but no earlier than January 1 and no later than April of each contract year. Each party may choose up to three articles for such negotiations.

(b) Negotiations for a successor agreement shall begin upon request by either party, but no earlier than January 1, **and** no later than April, —
UJ'i *'LJf'o/*

21.2 Amendments. In the event the UFBOT and UFF-GAU negotiate a mutually acceptable amendment, it shall be put in writing and become part of this Agreement upon ratification by both parties.

Article 22

DEFINITIONS

- 22.1 Bargaining unit – means those employees, collectively, represented for collective bargaining purposes by UFF-GAU pursuant to the certification of the Florida Public Employees Relations Commission.
- 22.2 University Board of Trustees or UBOT – means the body established by Chapter 1001.71, Florida Statutes.
- 22.3 Days – means calendar days.
- 22.4 Employee – means a member of the bargaining unit.
- 22.5 Faculty supervisor – means the individual identified by the President or representative as having immediate administrative authority over bargaining unit employees.
- 22.6 Graduate assistant – means a person employed in the bargaining unit.
- 22.7 Titles and headings – the title 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.
- 22.8 UFF-GAU – means United Faculty of Florida/Graduate Assistants United.
- 22.9 University – means the University of Florida and its officials, representatives, and agents.

Article 23

STIPENDS

23.1 Minimum Stipend. Each nine-month (9) employee on a .50 FTE appointment shall be guaranteed a minimum stipend of \$10,000.

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.

23.2 Fee Deferral. For the purposes of this section, "Fees" is defined to include the Capital Improvement Trust Fund Fee, the Student Financial Aid Fee, the Technology Fee, the Activity and Service Fee, the Athletic Fee, the Health Fee, the Transportation Fee, and any other non-tuition charge assessed on a per credit hour basis. Such fees shall be paid by the due dates as follows:

- Fall Semester: November 1
- Spring Semester: March 15
- Summer A: June 7
- Summer B: July 15
- Summer A & B: July 15

23.4 Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement.

23.5 Initial Payment. Those employees who have been employed as graduate assistants within the last six (6) months shall, if practicable, receive their first pay check not later than six (6) weeks after the receipt by the Academic Personnel Office of the properly completed appointment papers, or by the appropriate payday for the payroll period following the employee's appointment, whichever is later.

23.6 Nothing contained herein shall prevent the University or its units from providing salary increases beyond the increases specified above.

Approved: _____
For the University of Florida
Board of Trustees

Approved: _____
For the UF-GAU

Date: _____

Date: _____

Article 24

CONSULTATION

- 24.1 Consultation with President. The President or their representatives on each campus shall meet with UFF-GAU representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment unique to the University, or any other mutually agreeable matters. Such meetings shall occur once (1) per Fall semester and once (1) per Spring semester unless the parties agree to meet more frequently. The party requesting consultation shall submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues.
- 24.2 Special Consultation. UFF-GAU may request a special consultation with the graduate dean or representative to discuss enforcement of specific provisions of this Agreement or issues related to the administration of the Agreement. Such requests for special consultation shall not be unreasonably denied.
- 24.3 The parties understand and agree that such meetings held pursuant to Sections 24.1 or 24.2 shall not constitute or be used for the purpose of collective bargaining.

IN WITNESS THEREOF, the parties have set their signatures this _____ day of _____, 2009.

**FOR THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES:**

**FOR THE GRADUATE ASSISTANTS
UNITED/UNITED FACULTY OF
FLORIDA:**

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
UNITED FACULTY OF FLORIDA/GRADUATE ASSISTANTS UNITED

APPENDIX A
ASSIGNMENT DISPUTE RESOLUTION FORM

PART I: STATEMENT OF DISPUTE

(Employee's Name) (Department) (Address)

Assignment made on _____ by _____ to begin _____
(Date) (Name) (Date)

Date assignment was discussed with faculty supervisor _____

I believe my assignment exceeds contractual guidelines as specified in Article 6 because:

Submitted to _____ on _____
(Department Chair) (Date)

Date received by Department Chair _____

I request that _____, faculty member of this department, serve on the committee that will review this assignment.

(Employee's Signature)

Part II. DECISION OF REVIEW COMMITTEE

Committee Members:

(College Dean or
Representative)

(Faculty member
designated by
employee)

(Department
faculty member
selected by other
two committee
members)

Date dispute discussed with employee _____

By majority vote of this committee, the following decision has been made:

_____ The disputed assignment is not in excess of contractual guidelines as specified in Article 6.

_____ The disputed assignment is in excess of contractual guidelines as specified in Article 6.

Decision issued on _____
(Date)

By: _____

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
UNITED FACULTY OF FLORIDA/GRADUATE ASSISTANTS UNITED

APPENDIX B

DUES CHECK-OFF AUTHORIZATION FORM
GRADUATE ASSISTANTS BARGAINING UNIT

I authorize the University Board of Trustees, through the University, to deduct from my pay, starting with the first full pay period commencing not earlier than seven (7) days from the date this authorization is received by the University, membership dues and uniform assessments 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 Florida University Board of Trustees by the UFF, and I direct that the sum or sums so deducted be paid over to the UFF.

Dues payments to UFF-FTP-NEA 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.

This authorization shall continue until either (1) revoked by me at any time upon thirty (30) days written notice to the University Personnel Office, or (2) the discontinuance of my status within this bargaining unit for more than two consecutive semesters (i.e. Fall-Spring, Spring-Summer, or Summer-Fall).

_____ Date _____ Employee's Signature

_____ UF ID NUMBER _____ Name-printed

_____ Department _____ University

Effective date if later than above: _____

Please return to your UFF Chapter treasurer or UFF State Office, FTP/NEA, 213 South Adams Street, Tallahassee, Florida 32301.

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
 UNITED FACULTY OF FLORIDA/GRADUATE ASSISTANTS UNITED
 MEMBERSHIP FORM - GRADUATE ASSISTANT BARGAINING UNIT
 United Faculty of Florida (UFF-FTP-NEA)

Please PRINT complete information where necessary.

Check One

_____ Dr. ___ Mr. _____
 Social Security Number Ms. ___ Mrs. ___ Last Name, First Name, MI

_____ Campus Address _____
 Home Address _____

_____ Department _____ Bldg./Room #
 Street _____

_____ Office Phone _____ Home Phone
 City, State, Zip Code _____

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

All UFF members are also members of the Florida Teaching Profession-National Education Association and the National Education Association at no additional cost.

UFF-FTP-NEA dues are 1 percent of regular salary for members for which the United Faculty of Florida is the bargaining agent.

Dues payments to UFF-FTP-NEA 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.

_____ Date
 Signature of member _____

Return your completed membership form to your Chapter Treasurer or UFF State Office, FTP-NEA Building, 213 South Adams Street, Tallahassee, Florida 32301.

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
UNITED FACULTY OF FLORIDA/GRADUATE ASSISTANTS UNITED

UNITED FACULTY OF FLORIDA
UFF-FTP-NEA
UFF-PAC PAYROLL DEDUCTION AUTHORIZATION FORM

I authorize the University Board of Trustees, through the university, to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven (7) 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 or gifts to UFF-PAC 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 (30) days written notice to the University Personnel Office and to the UFF, or (2) my transfer or promotion out of this bargaining unit for more than two consecutive semesters (i.e. Fall-Spring, Spring-Summer, or Summer-Fall).

Signature of Member

Date

Name Printed

UF ID NUMBER _____

Department

University

Effective date if later than above:

Return to your Chapter Treasurer or the UFF State Office, FTP-NEA Building, 213 South Adams Street, Tallahassee, Florida 32301.

STATE UNIVERSITY SYSTEM OF FLORIDA/UNIVERSITY BOARD OF TRUSTEES
UNITED FACULTY OF FLORIDA/GRADUATE ASSISTANTS UNITED

UFF-PAC FORM

Please PRINT complete information where necessary.

Check One
_____ Dr. ___ Mr. ___
UFID Ms. ___ Mrs. ___ Last Name, First Name, MI

_____ Home Address _____ Campus Address _____

_____ Street _____ Department _____ Bldg./Room #

_____ City, State, Zip Code _____ State Sen. Dist. _____ State House Dist.

Cong. Dist. _____ Race _____ Sex ___ Birthdate _____

Please enroll me as a member of the United Faculty of Florida Political Action Committee. UFF-PAC contributions are in the amount of \$1.00 per pay period.

Contributions or gifts to UFF-PAC 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.

_____ Signature of member

_____ Date

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
UNITED FACULTY OF FLORIDA/GRADUATE ASSISTANTS UNITED

APPENDIX C

GRIEVANCE

I. GRIEVANT STEP I GRIEVANCE REPRESENTATIVE

Name: _____

Name:

University: _____

Mailing Address:

College: _____

DEPT: _____

Office Phone: _____

Office Phone:

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

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

II. GRIEVANCE

Provisions of Agreement allegedly violated (specify Articles and Sections):

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

Remedy Sought:

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 Graduate Dean on _____, by (check one) mail (certified or registered; restricted delivery; return receipt requested) _____; personal delivery _____.

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

Date received by the Graduate Dean: _____

Copies of the Step 1 Decision shall be sent to:

Grievant
Step 1 Representative
Faculty Supervisor

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
UNITED FACULTY OF FLORIDA/GRADUATE ASSISTANTS UNITED

APPENDIX D

REQUEST FOR REVIEW OF STEP 1 DECISION

GRIEVANT _____

STEP 1 REPRESENTATIVE _____

Name: _____

Name: _____

University: _____

Mailing Address: _____

Office Address: _____

DATE OF STEP 1 DECISION:

Provisions of Agreement allegedly violated (as specified at Step 1):

I hereby request that the President or representative review the attached decision made in connection with the attached grievance because:

Grievant received decision on _____, and filed this request for review with the President's office _____, by (check one): mail (certified or registered; restricted delivery; return receipt requested) _____; personal delivery _____.

Date of receipt by President's Office: _____

Signature of Grievant

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
UNITED FACULTY OF FLORIDA/GRADUATE ASSISTANTS UNITED

APPENDIX E

NOTICE OF ARBITRATION

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the decision of the Provost's office dated _____ and received by the UFF State Office on _____ in this grievance of:

Name: _____

UF FILE NO: _____

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

The notice was filed with:

HUMAN RESOURCE SERVICES, EMPLOYEE RELATIONS 903 West University Ave, PO Box 115000 Gainesville, FL 32611 on _____ by (check one):

_____ Mail (certified or registered, restricted delivery, return receipt requested);

_____ Personal delivery.

Date of receipt by the Office of the Vice President for Human Resources:

Signature of UFF President or Executive Director

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the University of Florida 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

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

UNITED FACULTY OF FLORIDA/GRADUATE ASSISTANTS UNITED

APPENDIX F

The following is for information purposes only. It is the summary of benefits provided under the collective bargaining agreement. This listing is the benefit package as of January 1, 2013.

GatorGradCare 2012-2013 Summary of Benefits

Plan Maximum	No Maximum Lifetime Benefit
Pre-Existing Conditions	<p>An exclusion for pre-existing medical conditions will apply for the first 6 months, except</p> <p>for individuals who have been continuously insured under the school's student insurance policy for at least 6 consecutive months. Credit will be given for the time the Insured was covered under a previous similar plan if the previous coverage was continuous to a date not more than 63 days prior to the Insured's Effective Date under this policy.</p>
Coinsurance	<p>UF&Shands Hospital and Physicians: Benefits will be paid for Covered Medical Expenses incurred at 90%. Insured pays 10%.</p> <p>Blue Cross Blue Shield Providers: After the Deductible has been applied, benefits will be paid for Covered Medical Expenses incurred at 80%. Insured pays 20% plus deductible.</p> <p>Out-of-Network Providers: After the Deductible has been applied; benefits will be paid for Covered Medical Expenses incurred at 70%. Insured pays 30% plus out-of-network deductible.</p>
<p>Deductible (Waived at the UF Student Health Care Center and UF&Shands)</p>	<p><i>Preferred Providers:</i> \$100 per person/per policy year</p> <p><i>Out-of-Network Providers:</i> \$300 per person/per policy year</p>

Out-of-Pocket Maximum	<p>The maximum out-of-pocket is \$3000 for in-network providers. This is per insured per policy year. The out-of-pocket maximum includes the deductible, insured coinsurance, and copays for medical services. Prescription copays do not apply to the out-of-pocket maximum.</p>								
Prescription Drug Benefit	<p>There is no prescription drug maximum. Mail order prescription drugs are available at</p> <p>2½ times the retail copay up to 90 day supply.</p> <p>Prescriptions dispensed at the Student Health Care Center/UF&Shands and Retail</p> <p>Network pharmacies will have the following copays:</p> <table border="0" data-bbox="565 747 1495 1035"> <thead> <tr> <th data-bbox="565 747 1105 842">Student Health Care Center/UF&Shands</th> <th data-bbox="1105 747 1495 783">Retail Network Pharmacy</th> </tr> </thead> <tbody> <tr> <td data-bbox="565 867 1105 903"><i>Generic: \$10</i></td> <td data-bbox="1105 867 1495 903"><i>Generic: \$20</i></td> </tr> <tr> <td data-bbox="565 928 1105 963"><i>Brand Name: \$25</i></td> <td data-bbox="1105 928 1495 963"><i>Brand: \$30</i></td> </tr> <tr> <td data-bbox="565 989 1105 1024"><i>Non-Preferred: \$40</i></td> <td data-bbox="1105 989 1495 1024"><i>Non-Preferred: \$50</i></td> </tr> </tbody> </table>	Student Health Care Center/UF&Shands	Retail Network Pharmacy	<i>Generic: \$10</i>	<i>Generic: \$20</i>	<i>Brand Name: \$25</i>	<i>Brand: \$30</i>	<i>Non-Preferred: \$40</i>	<i>Non-Preferred: \$50</i>
Student Health Care Center/UF&Shands	Retail Network Pharmacy								
<i>Generic: \$10</i>	<i>Generic: \$20</i>								
<i>Brand Name: \$25</i>	<i>Brand: \$30</i>								
<i>Non-Preferred: \$40</i>	<i>Non-Preferred: \$50</i>								
Preventive and Wellness Care	<p>Adult wellness applies to age 17 and up. Preventive care includes covered services</p> <p>billed with a routine diagnosis, such as a physical or well woman exam; immunizations; screening lab tests; and bone density screening. Blue Cross Blue Shield of Florida has adopted the recommendations of the U.S. Preventive Services Task Force (USPSTF) A and B level recommendations for age-appropriate clinical preventative services. For Preventive and Wellness Care at the Student Health Care Center, UF&Shands, and at Blue Cross Blue Shield providers no out-of-pocket is applied to the insured. At out-of- network providers, insured pays 30%. There is no benefit maximum.</p>								
Inpatient Hospitalization	<p>Covered Medical Expenses are payable as follows:</p> <p><i>UF&Shands: 90%/insured pays 10%</i></p> <p><i>Blue Cross Blue Shield: 80%/insured pays 20% plus deductible</i></p>								

<p>Emergency Room</p>	<p>Covered Medical Expenses for treatment of an Emergency Medical Condition are payable as follows:</p> <p><i>Preferred Providers: \$200 copay per visit (waived if admitted)</i></p> <p><i>Out-of-Network Providers: \$200 copay per visit (waived if admitted)</i></p>
<p>Outpatient Psychotherapy</p>	<p><i>UF&Shands: 90%/insured pays 10%</i></p> <p><i>Blue Cross Blue Shield: 80%/insured pays 20% plus deductible</i></p> <p><i>Out-of-Network Providers: 70% of the Usual and Customary Charge/insured pays 30%</i></p> <p>plus out-of-network deductible</p>