

## **USF Board of Trustees**

Friday, August 19, 2022  
Microsoft Teams Meeting

### **A G E N D A**

**I. Call to Order**

Chair Will Weatherford

**II. New Business Action Item**

**a. FL 101 –**

**Agenda Item: )/**

**USF Board of Trustees**  
August 19, 2022

**Issue:** Approval of USF's FY 2022-23 Operating Budget and related materials

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**Proposed action:**

1. Approve the University of South Florida FY 2022-23 Operating Budget and;
2. Authorize the President (or the Designee) to implement budget amendments issued by the state during the fiscal year or other changes approved by the Board Chair.

**Executive Summary:**

The USF Board of Trustees (BOT) is required to adopt and approve an annual budget for the operation of the University to submit to the Board of Governors.

On June 15, 2022, the BOT approved a FY2022-23 continuation operating budget at last year's level with the understanding that USF would prepare a 2022-23 budget for its approval and subsequent submission to the Board of Governors (BOG) by August 19, 2022. The FY2022-23 Operating Budget (OB) will be presented in summary for receiving such approval from the board.

**Financial Impact:** See attached.

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**Strategic Goal(s) Item Supports:** Goal 5: A strong, sustainable, and adaptable financial base

**BOT Committee Review Date:** Finance Committee - August 16, 2022

**Supporting Documentation Online (please circle):** **Yes** **No**

**Prepared by:** Business & Finance-Resource Management & Analysis















































































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[Redacted]

[Redacted]

**Agenda Item: FL 102**

**USF Board of Trustees**  
August 19, 2022

**Issue:** The University of South Florida and the United Faculty of Florida/Graduate Assistants United (“UFF/GAU”) reached a tentative new Collective Bargaining Agreement (“CBA”). GAU ratified the agreement on August 8, 2022, and ratification by the Board is required for the CBA to go into effect.

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**Proposed action:** Ratify the 2022-2025 CBA between the University of South Florida Board of Trustees and GAU.

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**Executive Summary:**

1. The new contract would be effective upon ratification by both parties and would expire on June 30, 2025.
2. The parties have tentatively agreed to the following provisions in the agreement, as summarized below for convenience:

- **Article 23.1. Increase in minimum stipends over the three years of the CBA:**

(9-month stipend; .5 FTE)  
**Fall 2022**

insurance premiums up to a maximum annualized amount of \$2762 for each graduate assistant appointed at .25 FTE or greater who elects individual coverage under the USF Student Health Insurance Plan during said period.

**Article 21.** This article was modified to reflect the new dates when the CBA is in effect.

**Financial Impact:** See Above

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**Strategic Goal(s) Item Supports:** This agreement enables the University to promote and sustain a positive working environment, high service quality, and strong graduate assistants through competitive wages.

**BOT Committee Review Date:** n/a

**Supporting Documentation Online:** Yes

**Prepared by:** Liz Gierbolini, Senior Associate General Counsel



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# Collective Bargaining Agreement

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2022-2025

University of South Florida

and

United Faculty of Florida/Graduate Assistants United

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278 improper, illegal, or unauthorized use by UFF-USF-GAU of information contained in such  
279 employee evaluation file.

280 4.4 Use of Evaluative Material. In the event a grievance proceeds to arbitration, the University,  
281 UFF-USF-GAU, the arbitrator, and the grievant shall have the right to use copies of materials  
282 from the grievant's evaluation file relevant thereto in the arbitration proceedings.

283 4.5 Anonymous Material. No anonymous material shall be placed in an employee evaluation  
284 file, except for student evaluations which are part of a regular evaluation procedure of  
285 classroom instruction.

286 4.6 Materials in Evaluation File. Evaluative materials or summaries thereof, prepared as part  
287 of a regular employee evaluation system, may be placed in an employee evaluation file after  
288 a copy has been presented to the employee for signature. The employee's signature does  
289 not necessarily indicate agreement with the contents of the document. The employee may  
290 append a written statement to the evaluation expressing their interpretation of the evaluation.

291 4.7 Removal of Contents. Materials shown to be contrary to fact shall be removed from the  
292 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.



352 University form prescribed for such report, the details of such proposed activity prior to  
353 engaging therein. The University agrees to consult with the GAU regarding any changes to  
354 the form for reporting outside activity.

355 **Article 8**

356 **Nondiscrimination**

357 8.1 Policy. Neither the University nor UFF-USF-GAU shall discriminate against any employee  
358 based upon race, color, sex, religion, national origin, age, veteran status, disability, or marital  
359 status, consistent with federal and state law, nor shall the parties discriminate based upon  
360 sexual orientation or membership or non-membership in a union. The University agrees that  
361 personnel decisions, including reappointment, promotion, evaluation and disciplining of an  
362 employee, shall be based solely on job- related criteria and performance.

363 A. Sexual harassment is a form of prohibited sex discrimination which is prohibited  
364 both by law and University policy. In Meritor Savings Bank v. Vinson, 106 S. Ct. 2399  
365 (1986), the United States Supreme Court defined sexual harassment (29 CFR  
366 1604.11a) in the employment context as including the following:

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

374 B. To promote an environment at the University which is free from unlawful  
375 discrimination and harassment, graduate assistants are encouraged to report  
376 immediately any concerns regarding discrimination or sexual harassment. Graduate  
377 assistants acting in a supervisory capacity (including supervisors of laboratories) or  
378 teaching capacity are required to report allegations from their students or those they  
379 supervise regarding discrimination, including sexual harassment, to appropriate  
380 administrators. Appropriate administrators include, but are not limited to, the  
381 HPSOR\HH\TV LPPHGLDWH VXSHUYLV RntJdr, GKDWH FRRUG  
382 RU DGPLQLVWUDWRUV LQ ,Equity and Inclusion (DEI) or Human HUVLW\  
383 Resources Department.

384 C. Claims of discrimination, including sexual harassment, must be processed with the  
385 University DEI office rather than through the Article 11 grievance process. Employees  
386 who file a complaint with DEI will be notified of their right to file a complaint with outside





made upon written notification submitted Td no



513 C. Unpaid leave, including extensions, shall be at the sole discretion of the University.

514 D. The GA is eligible to return to the same or similar position at the conclusion of the  
515 leave. This return provision does not apply if the return date is after the completion of  
516 an employment contract.

517 E. The University shall continue to pay the health care premiums during the duration  
518 RI WKH \*\$¶V OHDYH ,I DSSOLFDEOH WKH 8QLYHUVLW\ WX

519 F. A GA must be in at least a second semester of employment as a graduate assistant  
520 to be eligible for this leave provision.

521 G. This unpaid leave, if granted, does not relieve the GA from meeting his/her program  
522 responsibilities. A separate arrangement must be made with the Director of Graduate  
523 Studies of the Department of the Department Chair, which-ever is applicable.

524 10.6 Parental Leave

525 The parties agree to review the subject of possible paid parental leave during  
526 successor negotiations

527 **Article 11**  
528 **Grievance Procedure and Arbitration**

529 11.1 Purpose. The University and the UFF-USF-GAU agree that all problems should be  
530 resolved, whenever possible, before the filing of a grievance and they encourage open  
531 communication between administrators and employees so that resort to the formal grievance  
532 procedure will not be necessary. The parties further encourage the informal resolution of  
533 grievances. At each step in the grievance process, participants are encouraged to pursue  
534 appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt  
535 and efficient procedure for the investigation and resolution of grievances. The procedures  
536 hereinafter set forth shall be the sole and exclusive method of resolving the grievances of  
537 employees covered by this Agreement.

538 11.2 Resort to Other Procedures. If prior to seeking resolution of a dispute by filing a  
539 grievance hereunder, or while the grievance proceeding is in progress, an employee or UFF-  
540 USF-GAU seeks resolution of the matter in any other forum, whether administrative or judicial,

551           B. The term "grievant" shall mean an employee covered by this Agreement, or group  
552 of such employees, who has filed a grievance in a dispute over a provision of this  
553 Agreement which confers rights upon them, or UFF-USF-GAU which has filed a  
554 grievance in a dispute over a provision of this Agreement that confers rights upon  
555 UFF-USF-GAU. A grievance filed by UFF-USF-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





676 D. If notice that further employment will not be offered is not given on time, the  
677 arbitrator may direct the University to renew the appointment only upon a finding that  
678 no other remedy is adequate, and that the notice was given so late that (1) the  
679 employee was deprived of reasonable opportunity to seek other employment, or (2)  
680 the employee actually rejected an offer of comparable employment that the employee  
681 otherwise would have accepted.

682 11.14 Burden of Proof. In all grievances except disciplinary grievances, the burden of proof  
683 shall be on the employee. In disciplinary grievances, the burden of proof shall be on the  
684 University.

685 11.15 Arbitrability. In any proceeding, the first matter to be decided is the arbitrator's  
686 jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that the  
687 arbitrator has no such power, the arbitrator shall make no decision or recommendation as to  
688 the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall  
689 normally proceed with the hearing at that time, provided that either the University or the UFF-  
USF-GAU may seek judicial review of the arbitrator's decision as to jurisdiction and have the



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**Article 12**

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**Matriculation and Tuition Payment Program**

761 12.1 Intent. Payment by the University of matriculation fees for graduate assistants and non-  
762 resident tuition charges for all out-of-state graduate assistants, which results in those  
763 employees not paying such charges is highly desirable in order to attract high quality graduate  
764 students to the University and to improve the quality of education therein.

765 12.2 Tuition Payment Program.

766 A. The University and the UFF-USF-GAU will continue to seek legislative funding to  
767 meet the costs associated with the matriculation and tuition payment program. A  
768 graduate assistant appointment shall result in eligibility for the tuition payment  
769 program. Tuition payment shall be for at least the minimum number of credit hours  
770 necessary to maintain the graduate assistantship. If sufficient funds are not available







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**Article 16**

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**Deduction**

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

908 (2) Each semester, the University shall provide, upon request, the following reports  
909 with no specific student identifiers:

910 a. GA Summary Report to include the following information:

911 (i) Class title/code

912 (ii) Hiring/academic department

913 L L L \$ F D G H P L F O H Y H O H J ' R F W R U D O O D V W H U '

914 (iv) Rate of pay

915 (v) FTE

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917 b. Matriculation, tuition, and fee payment program report.

918 c. GA Health Insurance participant report.



986 referred to or covered by this Agreement, even though such subject or matter may not have  
987 been within the knowledge or contemplation of the University and the UFF-USF-GAU at the  
988 time they negotiated or signed this Agreement.

989 19.3 Modifications. Nothing herein shall, however, preclude the University and the UFF-USF-  
990 GAU from mutually agreeing to alter, amend, delete, enlarge, or modify any of the provisions  
991 of this Agreement in writing.

992 **Article 20**

993 **Severability**

994 In the event that any provision of this Agreement (a) is found to be invalid or unenforceable  
995 by final decision of tribunal of competent jurisdiction, or (b) is rendered invalid by reason of



1056 C. Effective beginning with the Fall 2023 Semester: for students at the masters level, each nine-





1138 University, or any other mutually agreeable matters. Such meetings shall occur once (1) per  
1139 Fall semester and once (1) per Spring semester, unless the parties agree otherwise. The  
1140 party requesting consultation shall submit a written list of agenda items in advance of the  
1141 meeting if it wishes to discuss specific issues.

1142 24.2 Special Consultation. The UFF-USF-GAU may request a special consultation with the  
1143 University to discuss enforcement of specific provisions of this Agreement or issues related  
1144 to the administration of the Agreement. Such requests for special consultation shall not be  
1145 unreasonably denied.

1146 24.3 The parties understand and agree that such meetings held pursuant to Article 24.1 or  
1147 24.2 shall not constitute or be used for the purpose of collective bargaining.

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**Appendix A**

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**Reserved**

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1300 **Appendix C**

1301 **Grievance**

1302 I. Grievant Name: \_\_\_\_\_

1303 University: \_\_\_\_\_

1304 College: \_\_\_\_\_

1305 DEPT : \_\_\_\_\_

1306 Office Phone: \_\_\_\_\_

1307 Step I Grievance Representative

1308 Name: \_\_\_\_\_

1309 Mailing Address: \_\_\_\_\_

1310 Office Phone: \_\_\_\_\_

1311

1312 If grievant is represented by UFF-USF-GAU or legal counsel, all University communications

1313 VKRXOG JR WR WKH JULHYDQW¶V UHSUHVHQWDWLYH DV ZHO O

1314 Other address to which University mailings pertaining to grievance shall be sent:

1315 \_\_\_\_\_

1316 \_\_\_\_\_

1317 II. Grievance Provisions of Agreement allegedly violated (specify Articles and Sections):

1318 \_\_\_\_\_

1319 \_\_\_\_\_

1320 \_\_\_\_\_

1321 Statement of grievance (must include date of acts or omissions complained of):

1322 \_\_\_\_\_

1323 \_\_\_\_\_

1324 \_\_\_\_\_

1325

1326 Remedy sought:

1327 \_\_\_\_\_

1328 \_\_\_\_\_

1329 \_\_\_\_\_

1330

1331 III. Authorization

1332 I will be represented in this grievance by: (check one ± representative must sign on  
1333 appropriate line):

1334 \_\_\_\_\_ UFF-USF-GAU \_\_\_\_\_

1335 \_\_\_\_\_ Legal Counsel \_\_\_\_\_

1336 \_\_\_\_\_ Myself \_\_\_\_\_

1337 I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER  
1338 RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH  
REGARD TO THE MATIO0912t346(T)7(O3-285V(TfA4 )aSE(EGARD)4( )HN)3(D)3(EINRD)4( ) AN1GA









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**Appendix F**

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1445 In those circumstances when formal offer letters are made, the following Notice is applicable should  
1446 the reappointment be delayed.

1447

1448 Date

1449

1450 To Those It May Concern,

1451

1468 IN WITNESS THEREOF, the parties have set their signatures this \_\_\_\_ day of  
1469 \_\_\_\_\_, 2022.

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1471

1472 FOR THE UNIVERSITY OF SOUTH  
1473 FLORIDA BOARD OF TRUSTEES

FOR UNITED FACULTY OF FLORIDA/  
GRADUATE ASSISTANTS UNITED

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1479 \_\_\_\_\_  
Rhea Law  
1480 President

\_\_\_\_\_   
Sam Badger  
UFF-USF-GAU

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1486 \_\_\_\_\_  
John F. Dickinson  
1487 Chief Negotiator

\_\_\_\_\_   
UFF-USF-GAU

1488

1489

1490 Jim Garey  
1491 Liz Gierbolini  
1492 Olga Joanow  
1493 Sheri Neshiem  
1494 Ruth Bahr  
1495