

**2020 – 2023**

**University of South Florida /**

**Service Employees International Union**

**Collective Bargaining Agreement**

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## **ARTICLE 1: RECOGNITION**

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

## **ARTICLE 2: NONDISCRIMINATION**

### **2.1 Statement of Intent**

The University and SEIU fully support all laws intended to protect and safeguard lk(aw)16(s)nt

## ARTI



## **ARTICLE 8: MAINTENANCE OF RECORDS**

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

## **ARTICLE 9: JOB ABANDONMENT**

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

## **ARTICLE 10: ADJUNCT POOLS**

### **10.1 Statement of Intent**

The purpose of creating and maintaining adjunct pools at the department level is to facilitate the identification of qualified, available adjuncts, and to provide assurance to those adjuncts included in the pool that their names will be readily available for consideration when course openings arise. Both parties recognize the benefits of a pool system that promotes familiarity.

10.4 Recordkeeping

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

10.5 Limitations

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

**ARTICLE 11: GRIEVANCE PROCEDURE AND ARBITRATION**

11.1 Purpose

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

11.2 Definitions.

As used herein:

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



### 11.3 Grievance Form Requirements

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

### 11.4 Resort to Other Procedures.

It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure and arbitration process. If, at any time prior to filing a grievance or while a grievance remains pending, the grievant requests, in writing, resolution of the matter in any other forum, whether administrative or judicial, the University will have no obligation to entertain or proceed further with the grievance under this grievance procedure. As an exception to this provision, a grievant may file a federal EEOC charge while a grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. 2000e, et seq.(200)10(0e,)12( )10(et)ivet ,MCID 5 BDC -1



#### D. Step 3: Arbitration

- 1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the grievant may proceed to arbitration by filing a written Notice of Arbitration (attached as Appendix C) with the designated University representative within thirty (30) days from the date of the Step 2 decision. The Notice of Arbitration must be signed by the grievant and SEIU president or designee. The parties must stipulate to the issue(s), as limited by the initial grievance filing, prior to the arbitration. In the event a stipulation is not reached, the parties will conduct a telephonic hearing as described in Section 4, below.
  
- 2) Selection of Arbitrator. Within ninety (90) days after ratification of this Agreement, the parties will confer for the purpose of selecting an arbitration panel of five (5) individuals. Selection of the panel will be accomplished by the parties alternately proposing arbitrators until the panel is filled, with the right of first proposal determined by a coin flip unless otherwise agreed by the parties. The grievant or representative shall, within thirty (30) days of the filing of a Notice of Arbitration, contact the designated University representative in an effort to mutually agree on an arbitrator, whether included in the arbitrator panel or not, to conduct a hearing on the unresolved issues raised in the grievance. In the event the parties are unable to mutually agree on an arbitrator, the parties will select an arbitrator from the panel by alternately striking names from the panel list until one name remains. The right of first choice to strike from the

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

4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the date of the hearing to render a written decision on arbitrability, absent an extension agreed upon by the parties. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s). The parties may mutually agree that the same arbitrator who presided over the hearing on arbitrability may also serve as arbitrator to hear the case on the merits.

5) Conduct of Hearing. The arbitrator shall hold the hearing in Tampa, Florida, unless otherwise agreed by the parties. The arbitrator shall issue a decision within forty-five (45) days of the close of the hearing or the submission of post-hearing briefs, wh Tde1m tbitg bewn[ewn[ewn[ewn[TJ0 Tw 8)a8

5),

7)











Agreement shall continue in full force and effect.

#### **ARTICLE 17: DURATION OF AGREEMENT**

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

- 17.1 This Agreement may be reopened in January of 2022 upon written request of either party on or before October 1, 2021. The reopening is limited to Article 15: Wages.
- 17.2 In the event a reopener is timely requested, the parties will meet at least once during the month of January 2022 to discuss the reopened Article, unless otherwise agreed by the parties. Additional meetings require the agreement of the parties.
- 17.3 In the event the parties negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.


17.4

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

FOR THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES

DocuSigned by:  10/1/2020  
\_\_\_\_\_  
Steven C. Curraill, President

FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION


DocuSigned by:   
\_\_\_\_\_  
SEIU President

\_\_\_\_\_  
Jim Garey, Chief Negotiator for USF

\_\_\_\_\_  
Rick Smith, Chief Negotiator for SEIU

Eric Eisenberg  
Sheri Neshiem  
Craig S. Dawson

Approved as to Form and Legal Sufficiency  
Attorney, USF

DocuSigned by: 

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

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

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

SEIU dues payments are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The above deduction authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to USF Payroll and to SEIU, or (2) my transfer out of this bargaining unit. Unless this Authorization is revoked in the manner heretofore stated, this Authorization shall remain in full force and effect in accordance with the provisions of Section 447.303, Florida Statutes.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Department

**Please return to SEIU, (address)**

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

I. Date (Received by University) \_\_\_\_\_

Grievant:

Step 1 Grievance Representative

\_\_\_\_\_

\_\_\_\_\_

College

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

Department:

\_\_\_\_\_

\_\_\_\_\_

Phone:

Phone:

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

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

\_\_\_\_\_  
\_\_\_\_\_

II. Grievance

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought:

\_\_\_\_\_  
\_\_\_\_\_

(See page 2 for additional requirements)

### III. Authorization

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**Appendix C**  
**Notice of Arbitration**

Service Employees International Union hereby gives notice of its intent to proceed to arbitration

**Appendix D**  
**Evaluation of Adjunct Faculty**

Part I: To be completed by Adjunct:

Name of Adjunct: \_\_\_\_\_

Department / School \_\_\_\_\_

Semester / Year \_\_\_\_\_

Coursed Taught During Semester / Year Listed Above:

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

\_\_\_\_\_

Part II: To be completed by Chair or designee:

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

Student evaluations

Course grade distribution

Incidents / Complaints

Other sources: \_\_\_\_\_

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

Unacceptable  Weak  Satisfactory  Strong  Outstanding

Additional comments:

\_\_\_\_\_  
Department Chair / Director Signature

\_\_\_\_\_  
Date