

Agreement

Between

University of Florida Board of Trustees

and

**Graduate Assistants United
United Faculty of Florida**

2021-2023

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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, Florida Statute 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
Graduate Assistant

1.2 Exceptions. Nothing contained in this agreement shall be construed to prevent the University 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 modifications shall be made only through negotiations and agreement with UFF.

Article 2
RESERVED RIGHTS

2.1 Reservation of Rights. The University 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.

2.2 Limitations. All such rights, powers and authority are retained by the University subject only to those limitations expressly imposed by this agreement. Only violations of such limitations shall be subject to Article 22, Grievance Procedure.

Article 3
CONSULTATION

3.1 Consultation. The president or designee 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, or any other mutually agreeable matters.

3.2 Consultations shall occur as needed upon the request of either party. The parties understand and agree that such meetings shall not constitute or be used for the purpose of collective bargaining.

Article 4
APPOINTMENTS, REAPPOINTMENTS AND TERMINATIONS

4.1 Letter of Appointment. The University shall make appointments on standard letters of appointment signed by a representative of the University 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. The letters shall contain the following elements at 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 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 22, Grievance Procedure;
- (h) Percent of full-time effort (FTE) assigned;
- (i) Salary rate and bi-weekly stipend;
- (j) Notice of mandatory fees amount by semester; and
- (k) That the position is represented by UFF-GAU bargaining unit.

4.2 Length of Appointment. Appointments may be for any period of time up to one (1) calendar year.

4.3 Upon written request, UFF-GAU shall be provided written information regarding established guidelines for teaching assistant appointments. When appointed, employees shall be provided with criteria concerning reappointment.

4.4 No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific term.

4.5 Reappointment Notice. Employees eligible for reappointment shall receive written notification of continuation or non-continuation of employment on the following schedule:

- (a) 9-month appointments: by May 15 for the following academic year.
- (b) 12-month appointments: ninety (90) days prior to expiration of existing appointment.
- (c) One semester appointments: forty-five (45) days prior to expiration of existing appointment.

4.6 The parties recognize that last minute appointments or reappointments may result from such things as grants received, the resignation of a bargaining unit member and a resulting appointment, or the need to add teaching sections because of enrollment growth. Such appointments shall be made in as timely a manner as possible.

4.7 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 from the department.
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 or misconduct of the employee that is documented by the department.
4. Lack of funds as a result of adverse financial conditions.

(b) In case of 4.7(a)4., the University shall provide three (3) weeks' notice, if practicable, and make every effort to reassign the affected employee. The notice shall include a statement that indicates that this action is grievable under the provisions of this collective bargaining agreement.

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

4.8 When a graduate assistant's current appointment is curtailed, diminished, or terminated, the University will provide the graduate assistant with a letter detailing the reasons including relevant dates. This letter shall inform the graduate assistant that the action may be grievable under Article 22 of this collective bargaining agreement and include a reference to the UFF-GAU website.

4.9 Summer RA Appointment. Continuing employees who are on 9-month contracts with assignments as Teaching Assistants during successive academic years, may also be appointed as Teaching Assistants in the intervening summer term. If a teaching assignment is not available for the summer term, and such employees choose not to be enrolled during the summer term, they may be appointed as Research Assistants for the summer term, to work on their research.

Article 5 EMPLOYMENT PERFORMANCE EVALUATION

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

5.2 Procedures. The evaluation shall be discussed with the employee at which time any deficiencies shall be specifically noted and suggestions for improvements made. A reasonable schedule shall be given to accomplish the necessary improvements. Such evaluations shall be placed in the employee's evaluation file. The evaluation shall be signed by the person who performed it and shall be shown to the employee who shall be given the opportunity to sign it. A copy of the 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.

5.3 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 to discuss the observation or visitation with the observer.

(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 the comment shall be given to the employee no later than two (2) weeks following the observation. Such comment shall not be grievable; however, the employee shall have the right to respond in writing and shall have the response attached. The employee shall have the right, to be exercised with 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.

5.4 Criteria.

(a) Performance evaluations shall consider the nature of the assignment and, as applicable:

1. Teaching effectiveness including effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, and 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 the quantity of what has been done during the year, of the employee's research and other creative programs and contributions, and recognition by the academic or professional community of what is done.

Article 6 EMPLOYEE EVALUATION FILE

6.1 Policy. There shall only be one (1) official employee evaluation file in which all written materials used to evaluate employee performance are maintained. The employee's department shall be the custodian of the official file.

6.2 Access. An employee may examine the 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 material in the file and may attach a concise statement in response to any item therein. Upon request, an employee shall be provided with one (1) free copy of any material in the evaluation file. Additional files may be obtained by the employee upon payment of a reasonable

fee for photocopying. 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.

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

6.4 Use of Evaluative Material. In the event that a grievance proceeds to arbitration, the University, UFF-GAU, the arbitrator, and the grievant shall have the right to use copies of the materials from the grievant's evaluation file in the arbitration proceedings. No adverse employment action shall be taken against the employee based on material in the employee's evaluation file that has not been provided to the employee or to which the employee has not had an opportunity to attach a response.

6.5 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.

6.6 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.

6.7 Materials shown to be contrary to fact shall be noted in the file. Any grievance resolution that impacts materials in the file shall be added to the file. Employees have the right to append objections to disputed material in the file.

6.8 The evaluation file is one component of the employee record. The official university personnel file is maintained in UF Human Resources. Other files are maintained in the Graduate School and the department of the employee. Employees shall have access to these files under the same conditions as the evaluation file.

Article 7 WORKLOAD

7.1 Assignment of Responsibilities. No employee shall be assigned employment responsibilities during a 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 FTEs.

Article 8 LEAVES OF ABSENCE

8.1 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 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, domestic partner, 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 as soon as possible of the inability to serve.

(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 Article 8.2.

(c) Taking examinations for professional licensing related to the degree or qualifying examinations required by the University. These days shall not be held against the employee with regard to permitted days of leave pursuant to Article 8.2.

(d) Traveling to conferences or other events for professional development. The University and 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 Article 8.2.

8.2 Personal time under this Article shall be with pay for up to five (5) days per semester appointment. Each employee shall be credited with 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.

8.3 Unpaid Leave.

(a) Graduate assistants shall be entitled to six (6) weeks of unpaid leave during any 12-month period for one (1) or more of the following reasons:

1. The birth of a child and in order to care for that child;
2. The placement of a child with a graduate assistant for adoption or foster care;
3. The care of a spouse, domestic partner, mother, father, sister, brother, child, legal dependent, or a relative living in the graduate assistant's household;
4. A serious health condition of the GA which makes the GA unable to perform his or her duties.

(b) The GA 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 an emergency, the GA 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 may also require the GA to see a health care provider of the University's choice and at the University's expense.

(c) The GA may request an extension of the leave which the University at its sole discretion may provide.

(d) 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.

(e) The University shall continue to pay the health care premiums during the duration of the GA's leave. If applicable, the University's tuition waiver shall be maintained.

(f) A GA must be in at least a second semester of employment as a GA to be eligible for this leave provision.

8.4 Members of the bargaining unit may request a leave of absence for a semester or a year to pursue research related to their academic program. The GA shall be considered an employee during such leave. Such leaves are subject to the University's approval.

Article 9 ACADEMIC FREEDOM

9.1 The University acknowledges the academic freedom of all GAs. Academic Freedom, within the context of the curriculum required by the University, is the freedom to discuss all relevant matters in the classroom, to explore all avenues of scholarship, research, and creative expression; to speak freely on all matters of university governance, and to speak, write, or act as an individual, all without institutional discipline or restraint. Members of the bargaining unit also have a responsibility that includes the competent performance of duties and obligations and the commitment to support the responsible exercise of academic freedom of others.

9.2 It is the policy of the University and UFF-GAU to encourage GAs, 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. When the GA is primarily responsible for the course, the GA shall determine grades in accordance with the University, college, and departmental policies, if any.

9.3 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.

Article 10 STIPENDS

10.1 Minimum Stipend. Each nine-month (9) employee on a .50 FTE appointment shall be guaranteed a minimum stipend of \$16,000 or a minimum of \$21,333.33 for each twelve-month (12) employee. 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.

10.2 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 15
Spring Semester: March 15
Summer A, B or C Semesters: July 21

10.3 Raises.

(a) Each continuing employee shall receive a raise of \$100 effective October 1, 2019.

(b) For purpose of this Article 10, continuing employee shall mean a bargaining unit member who was employed in the previous spring semester.

10.4 Initial Payment. Each employee shall receive the first paycheck of a new appointment within six (6) weeks of receipt by the University of Florida Human Resources of the properly completed appointment papers.

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

10.6 Fee Relief. Effective January 1, 2020, the University shall pay the transportation and health fees for those represented by the bargaining unit. Services from these fees shall be available to those in the bargaining unit. If someone leaves the bargaining unit but remains a graduate student, the normal transportation and health fees shall apply to them.

Article 11

TUITION PROGRAM

11.1 Policy. The University and UFF-GAU agree that payment by the University for Tuition for graduate assistants, including non-resident charges for all out of state GAs, is highly desirable in order to attract and retain high quality graduate students to the University of Florida and to improve the quality of education.

11.2 Waivers. Tuition 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 GAs such waivers, first consideration for receipt of these waivers shall be given to GAs who were employed and were receiving a waiver for at least one (1) semester during the prior academic year and who are students in good standing.

11.3 Tuition waivers are granted only for those employees at .25 or greater total, FTE, including all GA appointments.

Article 12
HEALTH INSURANCE

12.1 Health Insurance Policy. The University agrees to provide health care coverage for graduate assistants appointed at .25 FTE or greater. The current provider is GatorCare that is operated by the University of Florida. Each graduate assistant shall pay a premium of \$12 per month for such coverage.

12.2 Health Insurance Committee. In the event the University rebids the graduate assistant health coverage, the rebid process will be advised by a committee. UFF-GAU 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.

12.3 Health Insurance Benefits. For informational purposes, a summary of benefits of the 2021-2023 graduate assistant health coverage is provided in Appendix F.

12.4 Dental. The University also provides a dental coverage for members of the bargaining unit. That program is described in Appendix G.

12.5 Dependent Care. Employees may enroll eligible dependents in the health coverage. Premiums for such additional enrollees shall be paid by the employee. The dependent care option is available only to employees who themselves are enrolled in Gator Grad Care

For information purposes, the monthly rates for such enrollees for calendar year 2021 shall be:

Spouse	\$211.75
Children	\$192.70
Family	\$394.80

Rates for the duration of this agreement shall not increase more than five (5) percent per year. The cap on dependent care rates expires at the conclusion of this agreement.

12.6 For employees whose work location is other than Gainesville or Jacksonville, the University provides an Out of Area plan as part of Appendix F.

12.7 Modifications. Any modifications to items in this article are subject to the provisions of Articles 23 and 25.

Article 13
UNLAWFUL DISCRIMINATION

13.1 Policy. The University of Florida acknowledges the importance of an inclusive environment for all. Neither the University nor UFF-GAU shall discriminate against or harass any employee based upon race, color, sex, religious creed, national origin, age, veteran status, disability, political affiliation, sexual orientation, marital status, gender identity, or any other

category protected by applicable federal or state law. Personnel decisions shall be based on job-related criteria and performance.

13.2 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.
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.

13.3 Neither the University nor UFF-GAU shall 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 refrain from assisting UFF-GAU.

Article 14 COPYRIGHTS AND PATENTS

14.1 In accordance with academic tradition, and unless required by federal and state laws, federal and state regulations, or the terms of any applicable sponsored agreement, the University shall abide by intellectual property regulations pursuant to UF-1.018 of the University of Florida Regulations, a copy of which is attached in this agreement as Appendix H.

14.2 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-eighty (180) days when necessary to protect the outside employer's interests until the decision has been made whether to seek a patent.

14.3 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 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 comply 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.

14.4 Waiver of Rights. While an employee may, in accordance with Article 15, Outside Activities and Financial Conflict of Interest, engage in outside employment pursuant to a consulting agreement, the Office of Academic Affairs and the Office of Research must approve any requirement by the outside employer that the employee waive the employee's/university's rights to any patentable inventions 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.

14.5 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 shall not grant permission to waive patent rights.

Article 15

OUTSIDE ACTIVITIES AND FINANCIAL CONFLICT OF INTEREST

15.1 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 is 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 University. Approval for the use of university facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.

15.2 Report of Outside Activity. Any employee who proposes to engage in any outside activity or who has a financial interest 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. The report 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 16

USE OF FACILITIES

16.1 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.

16.2 Bulletin Boards. UFF-GAU may post bulletins and notices relevant to its position as the collective bargaining representative on one bulletin board in each department in which employees work. Materials placed on designated bulletin boards may not be used for election campaigns for public office or for exclusive representative campaigns.

16.3 UFF-GAU Leaves of Absence.

(a) At the request of UFF-GAU in writing, a leave of absence of at least one (1) semester shall be considered for carrying out UFF-GAU's obligation in representing employees and administering this agreement. Such leave shall be for the employee's FTE rate.

(b) UFF-GAU shall reimburse the University for the employee's salary and benefits.

(c) The employee shall have all other rights of employees and shall be eligible for stipend increases on the same basis as other employees.

(d) The University 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.

(e) An employee on such leave shall not be evaluated for this activity.

(g) UFF-GAU shall transmit requests for such leave to the University no later than June 1 for leaves in the following academic year.

16.4 Released Time.

(a) The University agrees to provide up to 4.32 FTE units of release time annually to employees designated by the UFF-GAU for the purpose of carrying out the UFF-GAU'S obligations in representing employees subject to the following conditions:

1. No more than one (1) employee per department may be granted released time at any one (1) time except 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 .50 FTE released time per semester or summer term.

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

4. Employees must remain students in good standing in 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.

(c) Upon the failure of 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.

(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 or 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 for any activities undertaken on behalf of UFF-GAU. UFF-GAU agrees to hold the University harmless for any claims arising from such activities, including the cost of defending against such claims.

16.5 Office Space. The University shall provide an office to UFF-GAU. Such space shall include an internet connection, telephone and computer provided that GAU pays for such.

Article 17

UNION DEDUCTIONS

17.1 Deductions. Pursuant to the provisions of Section 447.303, Florida Statutes, the University and UFF-GAU hereby agree to the deduction and remittance of UFF-GAU membership dues and uniform assessments.

17.2 Procedure. During the term of this agreement the University 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 from the pay of those employees in the bargaining unit who individually and voluntarily made such a 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 a 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 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 from an employee's salary shall terminate automatically upon either thirty (30) days written notice from the employee to the University personnel office revoking that employee's prior check off authorization or 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.

(d) Resumption of deductions. 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 because of a temporary move to an academic assignment outside of the bargaining unit (e.g. fellowship, external grant) shall, have their dues check off resumed upon return to pay status within the bargaining unit provided the absence from the unit is no longer than a calendar year.

17.3 Indemnification. UFF-GAU assumes responsibility for all claims against the University including the cost of defending such actions arising from its compliance with this Article and for all monies deducted under the Article and remitted to UFF-GAU. UFF-GAU shall promptly refund to the University excess monies received under this Article.

17.4 Exceptions. The University will not deduct any UFF-GAU fines, penalties, or special assessments from the pay of any employee.

17.5 Termination of Agreement. The University's responsibilities under this Article shall terminate automatically upon decertification of UFF-GAU or the suspension or revocation of its certification by the Florida Public Employees Relations Commission or revocation of UFF-GAU's check off privilege by the Florida Public Employees Relations Commission.

Article 18
INSURANCE DEDUCTION

18.1 The University 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 shall meet requirements of state and university rules and regulations.

Article 19
MISCELLANEOUS PROVISIONS

19.1 No Strike or Lockout. The University 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.

19.2 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 University nor UFF-GAU will move for a change of venue based upon the defendant's residence if other than Alachua County.

19.3 Copies of Agreement. The University agrees to send to the UFF-GAU office one hundred (100) copies of the ratified agreement and amended articles or provisions. A link to the final agreement shall be placed in an appropriate location on the University of Florida Graduate School web page.

19.6 Class Titles. Whenever the University 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 University 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 University for the purpose of discussing the designation. If following such a discussion UFF-GAU disagrees with the designation, it may request the Florida Public Employees Relations Commission 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 22, Grievance Procedure.

19.7 Report to UFF-GAU. The University shall provide a report containing the following information to the UFF-GAU 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, campus mail address, and union dues deduction status. By September 30 of each year, the University shall provide a report reflecting the salary increase for each employee in the bargaining unit during the past 12 months. This provision shall be effective in the 2018-19 fiscal year.

19.8 Dissemination of Information. The University agrees to work with UFF-GAU to disseminate information.

Article 20 OTHER EMPLOYEE RIGHTS

20.1 **Work Space.** If the university requires that the assigned duties of an employee be performed in a specific on-campus location other than the computer center of the library, the university 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.

20.2 **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 collected.

20.3 **Safe Conditions.** The university shall make every reasonable effort to provide employees with a safe working environment. Whenever a bargaining unit employee reports a condition that he or she feels represents a potential violation of safety or health rules and regulations, the appropriate administrator shall investigate such conditions. Upon conclusion of the investigation, the appropriate administrator shall inform the employee of the findings including any actions required. No employee shall suffer an adverse employment action for making a report under this section.

20.4 **Employee Well-being.** The University is committed to positive and effective working relationships among its employees. Furthermore, the University recognizes that the health and well-being, including the mental health, of employees may be severely impacted by "disruptive conduct" as defined in the University's Workplace Violence Policy.

A bargaining unit employee may report to UF Human Resources any condition or incident(s) of misconduct, regardless of whether that misconduct substantially and detrimentally affects their mental health or that of fellow employees. Such reports may be made anonymously, however, if the anonymous nature of those complaints does not provide the University with sufficient information to investigate or provide due process, the University is not obligated to proceed with an investigation. The University will investigate any allegations of misconduct that, if substantiated, would represent disruptive conduct, including but not limited to, incidents of verbal abuse, emotional abuse, or threats that would constitute misconduct. Investigations will be conducted in as confidential a manner as feasible, subject to compliance with the state of Florida's broad public records laws and requirements of due process in investigations. Upon conclusion of the investigation, the University will provide a copy of the investigative findings to the complainant and GAU.

Nothing within this section shall require the University to comment on an employee's mental health or render a mental health diagnosis. Nothing within this section shall preclude an employee from filing other formal complaints if they believe a UF employee has violated UF policy or regulation or engaged in misconduct. No employee shall suffer retaliation for making a report under this section.

20.5 Limitation on Personal Liability.

(a) In the event that an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee shall notify the university as soon as possible after receipt of the summons commencing the action in order that the university may fulfill its 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.

20.6 Access to Resources. Employees who are assigned instructional or research duties shall be provided reasonable access to departmental laboratories, studios, computer center, photocopy services, and the like used in connection with assigned responsibilities.

20.7 Child Care Research Committee.

(a) A committee consisting of at least one (1) representative from UF Human Resources, the Graduate School, Baby Gator Administration, and UFF-GAU shall be formed to discuss improving access of graduate assistants to child care facilities, including both on and off-campus options.

(b) The committee shall begin to research options no later than February 1, 2021.

(c) The committee shall meet as needed during Spring 2021 and Fall 2021 semesters.

20.8 For 9-month employees, health coverage continues during the summer months if they are scheduled to return in the fall or if they are eligible for reappointment in the fall they will be put on a short work break.

**Article 21
DISCIPLINE**

21.1 Policy. The purpose of this Article is to provide a prompt and equitable procedure for disciplinary action.

(a) Just Cause. No employee shall be subject to disciplinary action except for just cause. Just cause shall be defined as misconduct or incompetency.

(b) Activities that fall outside of the scope of employment shall constitute misconduct only if such activities adversely affect the legitimate and compelling interests of the University.

(c) Disciplinary Action other than Termination. The University retains the right to impose disciplinary action other than termination including but not limited to suspension with or without pay provided that the punishment is appropriate to the degree of misconduct. The degree of discipline may be related to behavior or actions subject to discipline.

(d) Admonitions, oral reprimands, letters of counseling (including recommended or mandated participation in an Employee Assistance Program), and similar criticism shall not be considered disciplinary action and shall not be subject to the grievance procedure.

(e) Due Process. Disciplinary action shall be imposed by the University in accordance with the principles of due process.

(f) No provisions in this Article shall be interpreted in a manner that violates a graduate assistant's rights conferred by this agreement or by law.

21.2 Progressive Discipline. Outlined below are the steps for progressive discipline.

(a) The University may combine or skip steps depending upon the facts of each situation and the nature of the conduct.

(b) The sanctions for disciplinary actions that may be imposed on an employee may include but are not limited to the following:

1. Written reprimand containing a description of the misconduct.
2. Suspension with pay for a period of time specified in writing. The written statement of suspension shall include the terms of the suspension.
3. Suspension without pay for a period of time specified in writing.
4. Termination.

21.3 Investigation. The investigation of alleged misconduct shall be conducted in as confidential manner as possible, and in the process of the investigation the alleged misconduct shall be considered in the context of the entire circumstances.

21.4 Notice of Discipline. If after the investigation the University believes that a written reprimand, suspension, or termination shall be imposed, the University shall provide the employee with a written notice of disciplinary action. The notice of discipline shall:

- (a) Provide notice of the discipline imposed including specific reasons for the discipline;
- (b) Include the date on which the discipline shall become effective;
- (c) Contain a statement that if the employee wishes to contest the discipline, the employee must file a grievance within twenty-five (25) days after receipt of the notice.

21.5 Employee Assistance Program. Neither an employee's participation in an Employee Assistance Program (EAP) nor information generated by participation in the program shall be used as a reason for discipline under this Article. However, failure to cooperate in an EAP may serve as a basis for disciplinary action.

21.6 Grievances and Arbitrations in Disciplinary Cases. Grievances and arbitrations in cases involving disciplinary actions shall be in accordance with the provisions in Article 22.

21.7 Parameters for Arbitrator's Decision or Award.

- (a) See Article 22 for more detail.
- (b) If the arbitrator does not find that the disciplinary action was based on just cause, the discipline imposed shall be annulled. If the arbitrator concludes that just cause for any form of disciplinary action has been established, the arbitrator is not authorized to reduce the level of discipline an administrator has issued in his or her exercise of authority.

(c) The decision of the arbitrator shall be binding upon the University, UFF-GAU, and the grievant provided that either party may appeal to an appropriate court of law.

(d) No further Jeopardy. Following the decision, the employee may not be disciplined again for charges arising from the same incident unless new facts or evidence materialize that were not known or reasonably available for discovery prior to the arbitrator's decision.

21.8 In the event that the University terminates an employee for disciplinary reasons during a semester, the tuition waiver shall be cancelled and the employee shall be responsible for paying his or her tuition for the semester from the date of termination to the end of the semester. The University shall prorate the amount of tuition owed based on how long the employee worked during the semester.

Article 22 GRIEVANCE PROCEDURE

22.1 Purpose. The University and UFF-GAU agree that problems should be resolved whenever possible before filing of a grievance, and both encourage open communication between administrators and employees so that resort to the formal grievance procedure will not be necessary. The University and UFF-GAU encourage 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 grievances of employees.

22.2 Resorts 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 to the matter in any other forum, whether administrative or judicial, the grievant must choose between continuing with the grievance or the other forum within ten (10) days of notification from the University that the grievant and/or UFF-GAU is seeking resolution of a dispute in more than one (1) forum. Further, since the parties do not intend that the grievance procedure be a device for appellate review, the University'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.

22.3 Definitions as used herein:

a. "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. "Grievant" shall mean an employee or group of employees who has filed a grievance in a dispute over a provision of this agreement.

22.4 Representation. UFF-GAU shall have the exclusive right to represent any employee in grievances filed hereunder provided that employees may represent themselves or be represented by legal counsel. If an employee elects not to be represented by UFF-GAU, the University 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 grievant

and the University for the purpose of discussing grievances and shall be sent copies of all decisions at the same time that they are sent to the other participants.

22.5 Grievance Representatives. UFF-GAU shall furnish annually to the University 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 representatives 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 University 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.

22.6 Appearances.

(a) When an employee participates during working hours in arbitration or in a grievance meeting between the grievant or representative and university, 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 of regular working hours shall not be counted as time worked.

22.7 Grievance Forms. All grievances and arbitration notices must be submitted in writing within the time limits set forth in this Article on forms attached to this agreement as Appendix C, D, and E, 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 document for the grievant.

FORMAL GRIEVANCE PROCEDURE

22.8 Filing. The filing of a written grievance shall constitute a waiver of any rights that the grievant may have under Chapter 120, Florida Statutes, or under any other university 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.

22.9 Step 1.

(a) An employee having a dispute concerning disciplinary action may file a grievance within twenty-five (25) days following receipt of the Notice of Discipline. In all other cases, an employee having a dispute concerning the interpretation or application of a specific term or provision of this agreement may within thirty (30) 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. Prior to the deadline of filing a grievance, UFF-GAU may request an extension of the filing deadline for the purposes of seeking an informal oral resolution of the complaint. The grievance shall be filed on the form contained in Appendix C of

this agreement.

(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. The University will provide such data within ten (10) days of written request.

(c) The University shall schedule a Step 1 hearing within ten (10) days of the filing of the grievance and shall issue a written decision to the grievant and the grievant's representative, if any, within ten (10) days following the meeting.

(d) At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance.

(e) For grievances referring to circumstances experienced by one (1) or more people employed in a single College, the Step 1 hearing shall be with College Dean or designee.

(f) For Chapter Grievances, or those involving individuals employed in two (2) or more Colleges, the Step 1 hearing shall be conducted by the Dean of the Graduate School or designee.

22.10 Step 2.

(a) If the grievance has not been satisfactorily resolved at Step I, UFF-GAU may upon request of the grievant and on the form contained in Appendix D, request a review of the Step 1 decision. 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's designee shall schedule a Step 2 hearing with the UFF-GAU grievance representative and the grievant within ten (10) days after receipt of the request and shall issue a written decision to the grievant and to the grievant's representative within ten (10) days following any meeting.

22.11 Step 3-Arbitration. If the grievance has not been satisfactorily resolved at Step 2, UFF-GAU may upon request of the grievant proceed to arbitration by filing a written notice of intent to do so on the form contained in Appendix E. Notice of intent to proceed to arbitration must be filed with the University within twenty-five (25) days after receipt of the Step 2 decision. Within fourteen (14) days after receipt of a notice of arbitration, representatives of the University and UFF-GAU shall meet for the purpose of selecting an arbitrator. The parties may mutually select as the arbitrator an individual who is not a member of the arbitration panel (Article 22.24). The arbitration shall be concluded within ninety (90) days following the selection of the arbitrator or as soon thereafter as is practicable.

22.12 Authority of the Arbitrator.

(a) The arbitrator shall not add to, subtract from, modify, or 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 issues 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 the employee was deprived of reasonable opportunity to seek other employment or that the employee actually rejected an offer of comparable employment that the employee otherwise would have accepted.

22.13 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 University.

22.14 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.

22.15 Conduct of Hearing.

(a) The arbitrator shall hold the hearing in the City of Gainesville unless otherwise agreed upon 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 forty-five (45) days of the close of the hearing or the submission of the briefs, whichever is later unless additional time is agreed upon by the parties.

(b) The decision shall be in writing and shall set forth findings of fact, reasoning, and 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.

22.16 Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the University 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 682.03, Florida Statutes.

22.17 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 last 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.

22.18 Time Limits. All time limits contained in this Article may be extended by mutual agreement of the parties. Upon failure of the University to provide a decision within the time limits provided in this article, the grievant or UFF-GAU may appeal to the next step. Upon the failure of the grievant or UFF-GAU to file an appeal within the time provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

22.19 Notification. All grievances, requests for reviews, notices, and decisions shall be transmitted in person or by certified or registered mail, return receipt requested, or email. 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 is closed for normal business, the action will be considered timely if it is accomplished by 5:00PM the following business day.

22.20 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 that the grievance was initially filed in accordance with this or the date on which the act or omission occurred, whichever is later.

22.21 Processing. The filing or pendency of any grievance or of arbitration proceedings under this Article shall not operate to impede, preclude, or delay the 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.

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

22.23 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.

22.24 Selection of Arbitration Panel. Representatives of the University and UFF-GAU shall meet within ninety (90) days after the execution of this agreement for the purposing of selecting a six- member arbitration panel. Selection shall be by mutual agreement or by alternately striking names from the arbitration panel list until one name remains. The winner of a coin toss shall be first to strike a name from the list.

Article 23
TOTALITY OF AGREEMENT

23.1 **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 understanding 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.

23.2 **No Obligation to Bargain.** The University 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 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 of negotiating or signing of this agreement.

23.3 **Modifications.** Nothing herein shall preclude the parties from mutually agreeing to alter, amend, delete, enlarge, or modify any of the provisions of this agreement in writing.

Article 24
SEVERABILITY

24.1 In the event that any provision of this agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction (b) is rendered invalid by reason of subsequently enacted legislation, (c) shall have the effect of a loss to the State of Florida or to the UFBOT 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.

24.2 **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.

Article 25
AMENDMENT AND DURATION

25.1 **Duration.** The agreement shall become effective on the date it is ratified by both parties and remain in effect through December 31, 2023.

25.2 Article 10 (Stipends) shall be reopened each year of this agreement. This reopener shall start no earlier than January 1.

25.3 By mutual agreement, the parties may reopen other specific provisions of this collective

bargaining agreement. Such reopeners may occur at any time.

(a) For the 2021-2022 academic year, the parties shall agree to reopen negotiations for Article 8.

25.4 Reopener negotiations under 25.2 and 25.3 shall be limited to ninety (90) days, except for negotiations arising from 25.3(a).

25.5 Amendments. In the event that the University and UFF-UF-GAU negotiate a mutually acceptable agreement, it shall be put in writing and become part of this agreement upon ratification by both parties.

Article 26 DEFINITIONS

26.1 Bargaining Unit – those employees collectively represented for collective bargaining purposes of UFF-GAU pursuant to certification No. 1488 of the Public Employees Relations Commission.

26.2 University Board of Trustees or UFBOT – the body established by Chapter 1001.71, Florida Statutes.

26.3 Days – calendar days.

26.4 Employee – a member of the bargaining unit per certification No. 1488 of the Public Employees Relations Commission.

26.5 Faculty Supervisor – the individual identified by the University as having immediate administrative authority over bargaining unit employees.

26.6 Graduate Assistant – a person employed in the bargaining unit.

26.7 GA – a Graduate Assistant.

26.8 Titles and Headings – the titles and headings of articles 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.

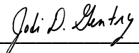
26.9 UFF-GAU – United Faculty of Florida/Graduate Assistants United at the University of Florida. Also known as UFF-GAU in certification No. 1488 of the Public Employees Relations Commission.

26.10 University – the University of Florida and its officials, representatives, and agents.

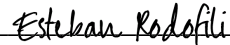
IN WITNESS THEREOF, the parties have set their signatures on this date 8/6/2021.

FOR THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES:


FOR THE GRADUATE ASSISTANTS
UNITED/UNITED FACULTY OF
FLORIDA:




Jodi Gentry
Vice President for
Human Resources



Esteban Nicolas Rodofili
Chief Bargainer




Brook Mercier
Chief Negotiator




Meredith Miska
Co-President

R. Paul Duncan



Rachel Hartnett
Co-President



Robert Mermer
Coordinator



Graham Picklesimer
Service Unit Director
United Faculty of Florida

Javier Mesa
Kimberly Williams
Stephen Phillips
Andrea Medina
Marco Pazmino
Amanda Pritzlaff

APPENDIX A

UNITED FACULTY OF FLORIDA-
UF-GRADUATE ASSISTANTS UNITED

DUES CHECK OFF AUTHORIZATION FORM
GRADUATE ASSISTANTS BARGAINING UNIT

Please print all information below.

UFID #	Last Name	First Name	MI
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Home Street Address	City, State	Zip
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Campus Room, Building, Department	Office Phone	Cell
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Work or Home Email Address	Last 4 Digits of SSN#
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Please enroll me immediately as a member of the United Faculty of Florida (FEA, NEA-AFT, AFL-CIO). I hereby authorize my employer to begin bi-weekly payroll deductions for the United Faculty of Florida dues in such amount established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the university administration (1% of my pay). This deduction authorization shall continue until revoked by me at any time upon thirty (30) days written notice to UF's payroll office and to the United Faculty of Florida.

Signature (for payroll deduction authorization)	Today's Date
---	--------------

APPENDIX B

UNITED FACULTY OF FLORIDA-
UF-GRADUATE ASSISTANTS UNITED

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 bi-weekly pay period commencing not earlier than seven (7) days from the date that this authorization is received by the university. I also authorize contributions to the UFF Political Action Committee (PAC) in the amount of \$1.00 per pay period. I direct that that 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.

The above deduction authorization shall continue until either revoked by me at any time upon thirty (30) days written notice to the university personnel office and to the UFF or my transfer or promotion out of this bargaining unit for more than two (2) consecutive semesters (e.g., Fall-Spring, Spring-Summer, or Summer-Fall).

Please print all information below.

UFID #	Last Name	First Name	MI
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Home Street Address	City, State	Zip
---------------------	-------------	-----

Campus Room, Building, Department	Office Phone	Cell
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Work or Home Email Address	Last 4 Digits of SSN#
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Return form to your UFF-UF-GAU chapter treasurer or to the UFF State Office at 306 East Park Avenue, Tallahassee, FL, 32301.

APPENDIX C

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
UNITED FACULTY OF FLORIDA-
UF-GRADUATE ASSISTANTS UNITED

STEP 1 GRIEVANCE FILING FORM

I. GRIEVANT

Representative's Name	Email address	Office Phone
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Grievant's Name	College/Department	Email/Mailing Address	Office Phone
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If grievant is represented by UFF or legal counsel, all university communications shall go to the grievant's representative as well as to the grievant.

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

II. GRIEVANCE

Provisions of agreement allegedly violated (list specific 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:

_____UFF; Representative's Signature_____

_____Legal Counsel; Representative's Signature_____

_____Myself

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE I WAIVE WHAT EVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN.

This grievance was filed with the Office of Human Resources, 903 W. University Avenue on the date of _____ by:

_____Mail (Certified or Registered)

_____Email

_____Personal Delivery

Signature of grievant (must be signed if grievance is to be processed)

Date received: _____

Copies of the Step 1 decision shall be sent to:

College of Dean's Office	Grievant
Faculty Supervisor	Human Resources
Graduate School	Step 1 Representative

APPENDIX D

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
UNITED FACULTY OF FLORIDA-
UF-GRADUATE ASSISTANTS UNITED

REQUEST FOR STEP 2 HEARING

Grievant's Name

Email/Office Address

Step 1 Representative's Name

Email/Mailing Address

Date of Step 1 Decision: _____

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

I hereby request that the University review the attached decision made in connection with the attached grievance because:

Grievant received decision on the date of _____ and filed this request for review with the University on the date of _____ by:

_____ Mail (Certified or Registered)

_____ Email

_____ Personal Delivery

Signature of grievant

Copies of the Step 2 decision shall be sent to:
College of Dean's Office Grievant
Faculty Supervisor Human Resources
Graduate School Step 1 Representative

APPENDIX E

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
UNITED FACULTY OF FLORIDA-
UF-GRADUATE ASSISTANTS UNITED

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 on the date of _____ and received by the UFF State Office on the date of _____ in the grievance of:

Name: _____

UF File Number: _____

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

The notice of arbitration was filed with UF Human Resources, Employee Relations, 903 W. University Avenue, Gainesville, FL 32611 on the date of _____ by:

_____ Mail (Certified or Regular)

_____ Email

_____ Personal Delivery

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

Signature of UFF

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

APPENDIX F

GatorGradCare Plan – Effective 1/1/2021 - 12/31/2023

Summary of Health Plan Benefits



Medical Benefits			
<i>Medical Benefits are administered by Florida Blue</i>			
	GatorCare Network Tier 1	Florida Blue BlueOptions¹ Tier 2	Out-of-Network² Tier 3
Calendar Year³ Deductible (CYD) The CYD met for Tier 2 will also accumulate to Tier 1.			
Individual Deductible	\$200	\$400	N/A
Family Deductible	\$400	\$800	N/A
Out-of-Pocket Maximum (OOP) Includes Medical CYD, Coinsurance, Copays, Per-Admission Deductibles, Per-Visit Deductibles, and Pharmacy CYD & Coinsurance/Copays. The OOP Maximum values cross accumulate between all tiers.			
Individual Maximum	\$2,700	\$4,000	N/A
Family Maximum	\$5,400	\$8,000	N/A
Coinsurance			
Coinsurance (plan pays after CYD has been satisfied)	90%	70%	N/A
Coinsurance (member pays after CYD has been satisfied)	10%	30%	N/A
Lifetime Maximum			
Lifetime Maximum	Unlimited		
Physician Office and Virtual Visit Services			
Primary Office Visit	\$20 copay	30% after CYD	N/A
Specialist Office Visit	\$30 copay	30% after CYD	N/A
Virtual Visit—Primary Care ⁴	\$10 copay	N/A	N/A
Virtual Visit—Specialist Care ⁴	\$20 copay	N/A	N/A
Urgent Care Center	\$35 copay	\$35 copay	N/A
Wellness and Preventive Care (Annual Physical and Related Labs)			
Primary Office Visit	\$0 copay	30% after CYD	N/A
Specialist Office Visit	\$0 copay	30% after CYD	N/A
Hospital Services (Pre-certification required for Inpatient Admissions)			
Per-Admission Deductible ⁵	\$0	\$1,500	N/A
Inpatient Services	10% after CYD	30% after CYD	N/A
Outpatient Services	10% after CYD	30% after CYD	N/A
Emergency Care			
Per-Visit Deductible ⁵	\$250 Per-Visit Deductible; Waived if Admitted	\$350 Per-Visit Deductible; Waived if Admitted	
Emergency Room Services	10% after CYD	10% after CYD	10% after Tier 2 CYD
¹ Within state of Florida, members will utilize the Blue Options Network for Tier 2 services; outside of the state of Florida members will utilize the National Blue Card PPO network for Tier 2 services. ² Member is responsible for any charges in excess of the Allowed Amount for Out-of-Network Providers. ³ Benefit Period is defined as a Calendar Year. ⁴ Virtual Visits are available at the Student Health Care Center and may be available at UF Health Participating Clinics and New Directions Behavioral Health providers. Check with your provider to see if they offer Virtual Visits. ⁵ Per-admission and per-visit deductibles apply to every visit and are independent of the calendar year deductible.			



GatorCare.org



GatorGradCare Plan – Effective 1/1/2021 - 12/31/2023



	GatorCare Network Tier 1	Florida Blue BlueOptions ¹ Tier 2	Out-of-Network ² Tier 3
Other Services			
Skilled Nursing Facility	10% after CYD	30% after CYD	N/A
	60-Day Limit Per Benefit Period ³		N/A
Home Health Care	10%	30% after CYD	N/A
	30-Visit Limit Per Benefit Period ³		N/A
Hospice Facility	10% after CYD	30% after CYD	N/A
Outpatient Therapies in Physician Office (Occupational, Physical, Speech ⁴ , & Cardiac)	\$30 copay	30% after CYD	N/A
Outpatient Therapies Facility ⁴	10%	30% after CYD	N/A
Therapy maximum is inclusive of Chiropractic Services	Combined Therapy 75-Visit Limit Per Benefit Period ³		N/A
Chiropractic Services	\$30 copay	\$30 copay	N/A
Chiropractic limit is included in overall Therapy Maximum	Chiropractic 26-Visit Limit Per Benefit Period ³		N/A
Ambulance ²	20% after Tier 1 CYD		
Durable Medical Equipment (Authorization required)	20% after CYD	20% after Tier 1 CYD	N/A
Outpatient Diagnostic Lab and X-Ray	10%	30% after CYD	N/A
Pharmacy Benefits			
In-network Pharmacy Benefits are administered by Magellan Rx.			
\$125 per Member Pharmacy (Rx) CYD must be satisfied for Rx Tiers 2 – 5, with a Family cap of \$500. Tier 0 & 1 medications do not apply toward Rx CYD.			
<ul style="list-style-type: none"> Member pays the first \$125 for medications in Tiers 2-5, then coinsurance benefits apply. Rx deductible does not apply to Medical CYD, but counts towards Medical Maximum OOP. Member pays the brand copay plus the difference in cost between the brand and generic if brand product is chosen when a generic equivalent is available. 			
Prescriptions – up to Retail 30-day supply:			
Tier 0: Value Based	0% coinsurance - includes Healthcare Reform medications covered at no cost to member (no Rx CYD applies)		
Tier 1: Generic	25% coinsurance with \$10 minimum to \$20 maximum (no Rx CYD applies)		
Tier 2: Preferred Brands	25% coinsurance with \$25 minimum to \$50 maximum after Rx CYD		
Tier 3: Preferred Specialty	25% coinsurance with \$50 minimum to \$100 maximum after Rx CYD		
Tier 4: Non-Preferred Brands	40% coinsurance with \$70 minimum to \$240 maximum after Rx CYD		
Tier 5: Non-Preferred Specialty	40% coinsurance with \$70 minimum to \$240 maximum after Rx CYD		
Prescriptions – 90-day supply retail and mail order⁵			
Tier 0: Value Based	0% coinsurance - includes Healthcare Reform medications covered at no cost to member (no Rx CYD applies)		
Tier 1: Generic	25% coinsurance with \$25 minimum to \$50 maximum (no Rx CYD applies)		
Tier 2: Preferred Brands	25% coinsurance with \$62.50 minimum to \$125 maximum after Rx CYD		
Tier 3: Preferred Specialty	N/A		
Tier 4: Non-Preferred Brands	40% coinsurance with \$175 minimum to \$600 maximum after Rx CYD		
Tier 5: Non-Preferred Specialty	N/A		
¹ Within state of Florida, members will utilize the Blue Options Network for Tier 2 services; outside of the state of Florida members will utilize the National Blue Card PPO network for Tier 2 services. ² Member is responsible for any charges in excess of the Allowed Amount for Out-of-Network Providers. ³ Benefit Period is defined as a Calendar Year. ⁴ Additional 30 visits per benefit year for Developmental Speech Therapy for children ages 18 months - 5 years at participating UF Health providers only. ⁵ Mandatory 90-day supply at either retail or mail order for Tier 0, 1 or 2 maintenance medications following a maximum of two 30-day supply at retail. Controlled Drugs including, but not limited to, medications used to treat anxiety, sleep, pain, and hyperactivity disorders are EXCLUDED from the mandatory 90-day Rx rule. All benefits are subject to the provisions, exclusions and limitations set forth in the master contract.			



REV OCT 16 2020



GatorGradCare OOA Plan - Effective 1/1/2021- 12/31/2023 Summary of Health Plan Benefits



Medical Benefits			
<i>Medical Benefits are administered by Florida Blue</i>			
	GatorCare Network Tier 1	Florida Blue BlueOptions¹ Tier 2	Out-of-Network² Tier 3
Calendar Year³ Deductible (CYD) The CYD met for Tier 2 will also accumulate to Tier 1.			
Individual Deductible	\$200	\$200	N/A
Family Deductible	\$400	\$400	N/A
Out-of-Pocket Maximum (OOP) Includes Medical CYD, Coinsurance, Copays, Per-Admission Deductibles, Per-Visit Deductibles, and Pharmacy CYD & Coinsurance/Copays. The OOP Maximum values cross accumulate between all tiers.			
Individual Maximum	\$2,700	\$2,700	N/A
Family Maximum	\$5,400	\$5,400	N/A
Coinsurance			
Coinsurance (plan pays after CYD has been satisfied)	90%	80%	N/A
Coinsurance (member pays after CYD has been satisfied)	10%	20%	N/A
Lifetime Maximum			
Lifetime Maximum	Unlimited		
Physician Office and Virtual Visit Services			
Primary Office Visit	\$20 copay	\$20 copay	N/A
Specialist Office Visit	\$30 copay	\$30 copay	N/A
Virtual Visit—Primary Care ⁴	\$10 copay	N/A	N/A
Virtual Visit—Specialist Care ⁴	\$20 copay	N/A	N/A
Urgent Care Center	\$35 copay	\$35 copay	N/A
Wellness and Preventive Care (Annual Physical and Related Labs)			
Primary Office Visit	\$0 copay	\$0 copay	N/A
Specialist Office Visit	\$0 copay	\$0 copay	N/A
Hospital Services (Pre-certification required for Inpatient Admissions)			
Per-Admission Deductible ⁵	\$0	\$0	N/A
Inpatient Services	10% after CYD	20% after CYD	N/A
Outpatient Services	10% after CYD	20% after CYD	N/A
Emergency Care			
Per-Visit Deductible ⁵	\$250 Per-Visit Deductible; Waived if Admitted		\$350 Per-Visit Deductible; Waived if Admitted
Emergency Room Services	10% after CYD	10% after CYD	10% after Tier 2 CYD

¹ Within state of Florida, members will utilize the Blue Options Network for Tier 2 services; outside of the state of Florida members will utilize the National Blue Card PPO network for Tier 2 services.

² Member is responsible for any charges in excess of the Allowed Amount for Out-of-Network Providers.

³ Benefit Period is defined as a Calendar Year.

⁴ Virtual Visits available at the Student Health Care Center and may be available at UF Health Participating Clinics and New Directions Behavioral Health providers. Check with your provider to see if they offer Virtual Visits. Behavioral Health only available in Florida.

⁵ Per-admission and per-visit deductibles apply to every visit and are independent of the calendar year deductible.



GatorCare.org



GatorGradCare OOA Plan - Effective 1/1/2021- 12/31/2023
Summary of Health Plan Benefits



	GatorCare Network Tier 1	Florida Blue BlueOptions ¹ Tier 2	Out-of-Network ² Tier 3
Other Services			
Skilled Nursing Facility	10% after CYD	20% after CYD	N/A
	60-Day Limit Per Benefit Period ³		N/A
Home Health Care	10%	20% after CYD	N/A
	30-Visit Limit Per Benefit Period ³		N/A
Hospice Facility	10% after CYD	20% after CYD	N/A
Outpatient Therapies in Physician Office (Occupational, Physical, Speech ⁴ , & Cardiac)	\$30 copay	\$30 copay	N/A
Outpatient Therapies Facility ⁴	10%	20% after CYD	N/A
Therapy maximum is inclusive of Chiropractic Services	Combined Therapy 75-Visit Limit Per Benefit Period ³		N/A
Chiropractic Services	\$30 copay	\$30 copay	N/A
Chiropractic limit is included in overall Therapy maximum	Chiropractic 26-Visit Limit Per Benefit Period ³		N/A
Ambulance ²	20% after Tier 1 CYD		
Durable Medical Equipment (<i>Authorization required</i>)	20% after CYD	20% after Tier 1 CYD	N/A
Outpatient Diagnostic Lab and X-Ray ⁵	10%	20% after CYD	N/A
Pharmacy Benefits			
In-network Pharmacy Benefits are administered by Magellan Rx.			
\$125 per Member Pharmacy (Rx) CYD must be satisfied for Rx Tiers 2–5, with a Family cap of \$500. Tier 0 & 1 medications do not apply toward Rx CYD.			
<ul style="list-style-type: none"> •Member pays the first \$125 for medications in Tiers 2-5, then coinsurance benefits apply. •Rx deductible does not apply to Medical CYD, but counts towards Medical Maximum OOP. •Member pays the brand copay plus the difference in cost between the brand and generic if brand product is chosen when a generic equivalent is available. 			
Prescriptions – up to Retail 30-day supply:			
Tier 0: Value Based	0% coinsurance - includes Healthcare Reform medications covered at no cost to member (no Rx CYD applies)		
Tier 1: Generic	25% coinsurance with \$10 minimum to \$20 maximum (no Rx CYD applies)		
Tier 2: Preferred Brands	25% coinsurance with \$25 minimum to \$50 maximum after Rx CYD		
Tier 3: Preferred Specialty	25% coinsurance with \$50 minimum to \$100 maximum after Rx CYD		
Tier 4: Non-Preferred Brands	40% coinsurance with \$70 minimum to \$240 maximum after Rx CYD		
Tier 5: Non-Preferred Specialty	40% coinsurance with \$70 minimum to \$240 maximum after Rx CYD		
Prescriptions – 90-day supply retail and mail order⁶			
Tier 0: Value Based	0% coinsurance - includes Healthcare Reform medications covered at no cost to member (no Rx CYD applies)		
Tier 1: Generic	25% coinsurance with \$25 minimum to \$50 maximum (no Rx CYD applies)		
Tier 2: Preferred Brands	25% coinsurance with \$62.50 minimum to \$125 maximum after Rx CYD		
Tier 3: Preferred Specialty	N/A		
Tier 4: Non-Preferred Brands	40% coinsurance with \$175 minimum to \$600 maximum after Rx CYD		
Tier 5: Non-Preferred Specialty	N/A		
¹ Within state of Florida, members will utilize the Blue Options Network for Tier 2 services; outside of the state of Florida members will utilize the National Blue Card PPO network for Tier 2 services. ² Member is responsible for any charges in excess of the Allowed Amount for Out-of-Network Providers. ³ Benefit Period is defined as a Calendar Year. ⁴ Additional 30 visits per benefit year for Developmental Speech Therapy for children ages 18 months - 5 years at participating UF Health providers only. ⁵ Advanced Imaging Services (AIS), such as, CT, MRI, MRA, Nuclear and PET scans, performed at a Free Standing Radiology Center within the Blue Options Network are subject to a \$200 copayment. Diagnostic Services except for AIS are subject to a \$50 copayment when performed at a Free Standing Radiology Center. If performed at a UF Health facility a 10% coinsurance is applied after CYD is met. ⁶ Mandatory 90-day supply at either retail or mail order for Tier 0, 1 or 2 maintenance medications following a maximum of two 30-day supply at retail. Controlled Drugs including, but not limited to, medications used to treat anxiety, sleep, pain, and hyperactivity disorders are EXCLUDED from the mandatory 90-day Rx rule. All benefits are subject to the provisions, exclusions and limitations set forth in the master contract.			



REV OCT 19 2020






Coverage Period: 01/01/2021 – 12/31/2021
 Coverage for: Individual and/or Family
 Plan: GatorGradCare

 **This is only a summary of your GatorCare pharmacy benefits.**
 If you would like detail about your coverage and costs, you can get the complete terms in the policy or plan document at gatorcare.magellanrx.com/member or by calling the member help desk at 1-800-651-8921. In the event there is a conflict between this summary and the GatorCare prescription coverage documents, the terms and conditions of the coverage documents will control.

This plan provides Prescription Drug benefits for Prescription Drugs and Related Supplies provided by Participating Pharmacies. To receive Prescription Drug Benefits, you and your Dependents may be required to pay a portion of the Covered Expenses for Prescription Drugs and Related Supplies for each 34-day supply at a retail pharmacy or each 90-day supply at a retail or mail order pharmacy. That portion is the Copayment or Coinsurance.

 **Coinsurance:** The term Coinsurance means the *percentage* (for example, 25%) of charges for covered Prescription Drugs and Related Supplies that you or your Dependent are required to pay under this plan.
Copayment: Is the *fixed dollar amounts* (for example, \$15) you pay for covered prescriptions drugs and Related Supplies that you or your Dependent are required to pay under this plan, regardless of the actual cost of the prescription.

Benefit Highlights	Benefit Detail
Deductible	<ul style="list-style-type: none"> \$125 Individual/\$500 Family Pharmacy Benefit Year Deductible (BYD) must be satisfied for Tiers 2 through 5. Pharmacy BYD is waived for Tier 0 and Tier 1 medications. Pharmacy deductible does not apply to Medical BYD but counts towards Combined Medical Maximum Out-of-Pocket (MOOP). <p>Member pays the brand copay plus the difference in cost between the brand and generic if brand product is chosen when a generic equivalent is available.</p>
Out-of-Pocket Maximum	Pharmacy Out-of-Pocket Maximum accumulations are combined with Medical BYD, Coinsurance, Copays, and Per-Visit Deductibles. The values cross accumulate between all tiers.
Annual Benefit Maximum	No Annual Maximum Benefit applies
Maximum Dollar Amount per Prescription	No Maximum



Coverage Period: 01/01/2021 – 12/31/2021
 Coverage for: Individual and/or Family
 Plan: GatorGradCare

Benefit Highlights	Benefit Detail
<p>Copay Assistance Maximization Program – Value Max</p>	<p>Members utilizing specialty medications accessed through Magellan Rx Pharmacy or a UF Health Pharmacy are encouraged to participate in copay assistance programs sponsored by manufacturers of certain specialty medications. By covering most of your out-of-pocket costs, these programs save significant money for you and the plan. Copay assistance dollars paid by a manufacturer will not count toward your annual deductible and out-of-pocket maximum. A list of specialty medications included in this program can be found at gatorcare.org.</p>
<p>Early Fill Requirement How soon can I refill my prescription?</p>	<p>Retail: 7 days remaining Extended Supply at Retail: 11 days remaining Mail Order: 11 days remaining</p> <p>Maintenance drugs:</p> <p>Retail: 7 days remaining Extended Supply at Retail: 11 days remaining Mail Order: 11 days remaining</p>
<p>Retail Copay/Coinsurance (34-Days Supply)</p>	<p>Tier 0/Value Based: 0% Coinsurance – Includes Healthcare Reform Medications covered at no cost to member (no Rx BYD applies)</p> <p>Tier 1/Generic Medications: 25% Coinsurance up with \$10 Min. to \$20 Max. (no Rx BYD applies)</p> <p>Tier 2/Preferred Brand Medications: 25% Coinsurance with \$25 Min. to \$50 Max. (after Rx BYD)</p> <p>Tier 3/Preferred Specialty Medications: 25% Coinsurance with \$50 Min. to \$100 Max. (after Rx BYD)</p> <p>Tier 4/Non-Preferred Brand Medications: 40% Coinsurance with \$70 Min. to \$240 Max. (after Rx BYD)</p> <p>Tier 5/Non-Preferred Specialty: 40% Coinsurance with \$70 Min. to \$240 Max. (after Rx BYD)</p>



Coverage Period: 01/01/2021 – 12/31/2021
 Coverage for: Individual and/or Family
 Plan: GatorGradCare

Benefit Highlights	Benefit Detail
<p>Extended Supply at Retail or Mail Order Copay/Coinsurance (90-Days Supply)</p>	<p>Tier 0/Value Based: 0% Coinsurance – Includes Healthcare Reform Medications covered at no cost to member (no Rx BYD applies)</p> <p>Tier 1/Generic Medications: 25% Coinsurance with \$25 Min. to \$50 Max. (no Rx BYD applies)</p> <p>Tier 2/Preferred Brand Medications: 25% Coinsurance with \$62.50 Min. to \$125 Max. (after Rx BYD)</p> <p>Tier 4/Non-Preferred Brand Medications: 40% Coinsurance with \$175 Min. to \$600 Max. (after Rx BYD)</p> <p>Note: In order to receive a 90-day supply at retail, you must have received two 14-34 day fills within the previous 90 days for the same prescription, otherwise the claim will reject.</p>
<p>Mandatory 90-Day Supply on Tier 0, 1, and Tier 2 Maintenance Medications</p>	<p>On the 3rd fill of a Tier 0, 1, or Tier 2 maintenance medication, a 90-day supply will be required. The 90-day supply may be obtained from a Mail or Retail network pharmacy. Controlled drugs including those used to treat anxiety, sleep, pain and hyperactivity disorders are not subject to the 90-day requirement.</p> <p>Certain other medications, including inhalers, are not subject to the 90-day requirement. See Gatorcare.org for a complete list.</p>
<p>Self-Administered Products</p>	<p>Specialty drugs: Covered</p> <p>Non-Specialty drugs: Covered</p> <p>Exceptions/ Limitations:</p> <ul style="list-style-type: none"> Physician Administered drugs in the office or by a home health care provider are not covered under the prescription drug benefit.



Coverage Period: 01/01/2021 – 12/31/2021
 Coverage for: Individual and/or Family
 Plan: GatorGradCare

Benefit Highlights	Benefit Detail
<p>Diabetic Supplies</p>	<p>Covered - Insulin, syringes, and needles for injecting prescribed insulin; blood glucose testing strips and tablets, lancets, glucometers, and acetone test tablets.</p> <p>Exceptions/Limitations:</p> <ul style="list-style-type: none"> • Insulin pumps and related supplies are covered under the medical benefit and must be purchased through a DME supplier. Medical Coverage Guidelines apply. • Examples of items not covered include alcohol swabs, glucose (over-the-counter [OTC]), and batteries.



Coverage Period: 01/01/2021 – 12/31/2021
 Coverage for: Individual and/or Family
 Plan: GatorGradCare

Benefit Highlights	Benefit Detail
Contraceptive Products	Covered at \$0 copay for generic oral contraceptives. Exceptions/Limitations: <ul style="list-style-type: none"> Over-the-counter methods of contraception are not covered. IUD devices are not covered under the prescription drug benefit - refer to medical plan for coverage.
Anti-Coagulant Products	Covered
Experimental and Investigational Products	Not Covered
Growth Hormone Products	Covered - Some Limitations may apply. Medical Coverage Guidelines apply.
Erectile Dysfunction Products	Covered Exceptions/Limitations: <ul style="list-style-type: none"> Quantity limit of 6 per 30-day supply
Vaccines (Adults)	Covered at \$0 copay <ul style="list-style-type: none"> Influenza, Haemophilus Influenza Type B, Hepatitis A and B, Human Papilloma Virus, Meningococcal, Measles/Mumps/Rubella, Pneumococcal, Td booster, Tdap, Varicella and Zoster <p>Note: Only vaccines administered by a pharmacist are covered under the pharmacy benefit. All other methods may be covered under the medical benefit.</p>
Prevention of Breast Cancer	Covered at \$0 copay <ul style="list-style-type: none"> Tamoxifen, Raloxifene

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Coverage Period: 01/01/2021 – 12/31/2021
 Coverage for: Individual and/or Family
 Plan: GatorGradCare

Benefit Highlights	Benefit Detail
Infertility Products	Not Covered
Hair Growth Products	Not Covered
Proton Pump Inhibitor Products	Covered
Statin Products	Low and moderate dose generic statins are covered at \$0 copay for ages 40 – 75.
Weight Loss/Appetite Suppressant Products	Not Covered
Retin A Products	Covered Exceptions/Limitations: <ul style="list-style-type: none"> Covered when medical coverage guidelines are met up to age 26 (benefit year). Some limitations may apply.
Smoking Cessation Products	Covered at \$0 copay Exceptions/Limitations: <ul style="list-style-type: none"> Bupropion SR 150 mg (generic only), Chantix, Nicotine patches, Nicotine gum, Nicotine lozenges
Prenatal Vitamins	Covered at \$0 copay Exceptions/Limitations: Generic prescription required products only



Coverage Period: 01/01/2021 – 12/31/2021
 Coverage for: Individual and/or Family
 Plan: GatorGradCare

Benefit Highlights	Benefit Detail
Nutritional/Vitamin Products	Not Covered Exceptions/Limitations: <ul style="list-style-type: none"> • Covered: cyanocobalamin [INJ], eliphos, ergocalciferol, folic acid, NASCOBAL, potassium chloride, potassium chloride extended release (ER), sodium fluoride • Iron Supplements (covered at \$0 copay) • Folic Acid 0.4 mg and 0.8 mg (covered at \$0 copay)
Syringes	Covered Exceptions/Limitations: <ul style="list-style-type: none"> • Syringes and needles are covered only when prescribed and obtained with a covered injectable.
Over-the-Counter (OTC) Products	Not Covered Exceptions/Limitations (at \$0 copay): <ul style="list-style-type: none"> • Aspirin (81 mg, 325 mg, 500 mg) • Bowel Preps (Sennosides, Bisacodyl, Magnesium Citrate, Magnesium Hydroxide, Polyethylene Glycol, Lactulose, Sodium Phosphate Laxatives/Enemas) • Fluoride Products (Fluoride Chewable Tablet, Fluoride Drops, Multivitamin with Fluoride) • Vitamin D Supplements (Vitamin D2, Vitamin D3)
Non-FDA Approved Products	Not Covered



Coverage Period: 01/01/2021 – 12/31/2021
Coverage for: Individual and/or Family
Plan: GatorGradCare

Resources & Services:

Resource	What you get	How to access
Customer Service	<p>Member care representatives answer your specific prescription benefit questions.</p> <p>Magellan's language line is available for non-English speaking callers. Five of the most common languages are: Spanish, Arabic, Vietnamese, Korean, and Chinese dialects.</p> <p>A complete list is available upon request.</p>	<ul style="list-style-type: none"> • Call Magellan Customer Service at the number located on the back of your Florida Blue ID card. • Call toll free: 1-800-651-8921 (24X7) • Go to: gatorcare.magellanrx.com/member
Drug Coverage Information	<p>Find out what prescription drugs are covered under your plan and understand the coverage tier for your prescription drug, find a pharmacy, and price a drug.</p>	<ul style="list-style-type: none"> • Call Magellan Customer Service at the number located on the back of your Florida Blue ID card. • Call toll free: 1-800-651-8921 (24X7) • Go to: gatorcare.magellanrx.com/member • Understand coverage tiers: Formulary Lookup



Coverage Period: 01/01/2021 – 12/31/2021
Coverage for: Individual and/or Family
Plan: GatorGradCare

Resources & Services (cont):

Resource	What you get	How to access
Mail Order	Get your ongoing prescriptions delivered to your home – save time and money	<ul style="list-style-type: none"> • Call Walgreens Mail Order at: 1-877-276-9360 • Go to: www.walgreens.com • Call Shands Outpatient Pharmacy at: 1-352-265-0405
Pharmacy Locations	Locate participating pharmacies	<ul style="list-style-type: none"> • Call Magellan Customer Service at the number located on the back of your Florida Blue ID card. • Call toll free: 1-800-651-8921 (24X7) • Go to: gatorcare.magellanrx.com/member



Coverage Period: 01/01/2021 – 12/31/2021
Coverage for: Individual and/or Family
Plan: GatorGradCare

Resources & Services (cont):

Resource	What you get	How to access
<p>Specialty Pharmacy</p>	<p>Get your specialty prescription drugs filled with best-in-class specialty pharmacy services including comprehensive programs to optimize patient treatment outcomes and your cost savings. The majority of specialty medications will now require prior authorization.</p> <p>Specialty pharmacy network is limited to UF Health and Magellan Rx, except those drugs only available through limited distribution channels.</p>	<p>Call or fax Magellan Customer Service for prior authorization before submitting your prescription:</p> <p>Phone: 1-800-651-8921 Fax: 1-888-272-1349</p> <p>Magellan Rx Pharmacy, LLC Phone: 1-866-554-2673; Fax: 1-866-364-2673 Customer Service M - F 8:00 a.m. – 7:00 p.m. EST. On Call Pharmacists 24/7 for Urgent Requests.</p> <p>UF Health Ambulatory Pharmacy - Jacksonville Phone: (904) 244-4020</p> <p>UF Health Pharmacy – Shands Cancer Hospital Phone: (352) 733-0890; Fax: (352) 733-1291</p> <p>UF Health Pharmacy – Shands Hospital Phone: (352) 265-0405; Fax: (352) 265-0133</p> <p>UF Health Pharmacy – Medical Plaza Phone: (352) 265-8270; Fax: (352)265-8276</p> <p>UF Health Pharmacy – Springhill Phone: (352) 733-0090; Fax: (352) 733-0098</p>



Coverage Period: 01/01/2021 – 12/31/2021
Coverage for: Individual and/or Family
Plan: GatorGradCare

Terms to Know:

Formulary - a list of Food and Drug Administration (FDA) approved prescription drugs (generic and brand-name) and drug supplies. Over-the-counter, injectable medications and drug supplies are not included in this formulary unless they are specifically listed. The formulary is subject to periodic review and modifications.

Retail – any licensed pharmacy that you can physically enter to obtain a prescription.

Mail Order – mail order pharmacies that dispense prescription drugs through the U.S. Mail.

Mandatory Generic: if you use a brand-name drug when a generic is available, you pay the applicable copay plus the cost difference between the brand drug and the generic drug.

Maintenance Drugs: drug that is used to treat a chronic illness or condition.

Types of Drugs:

Generic – drugs that contain the same active ingredients as a brand-name drug and become available when the patent protection expires on the brand-name drug and is approved by the FDA.

Preferred/Formulary Brand Name - a brand-name drug on the plan's formulary. Using this drug is less expensive than using a non-preferred/non-formulary drug.

Non-preferred/Non-formulary Brand Name – a drug that is not on the plan's formulary list. You will pay more even if your doctor recommends it.

Specialty – a drug used to treat serious or chronic medical conditions such as multiple sclerosis, hemophilia, hepatitis and rheumatoid arthritis. It is typically a self-administered injectable medication often requiring special handling or refrigeration.



Coverage Period: 01/01/2021 – 12/31/2021
Coverage for: Individual and/or Family
Plan: GatorGradCare

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact your Human Resources Benefits Department. You may also contact your state insurance department at **1-877-693-5236**, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

For more information on your rights to a **grievance** or **appeal**, contact Magellan Rx Management at 1-800-651-8921.

APPENDIX G

The following is for information purposes only. It is the summary of dental benefits provided under the collective bargaining agreement. This listing is the benefit package as of January 1, 2021.

GatorGradCare Dental Care

The following benefits are provided at UF College of Dentistry, subject to a benefit limit of \$330 per calendar year.

Eligibility:

- Graduate assistants enrolled in GatorGradCare are eligible for these services one time per year.
 - Dependents are not eligible for these services.
-

New patients receive the following with no out-of-pocket expense:

- A complete dental and oral health exam which includes screenings for caries, oral cancer, temporomandibular joint (TMJ) issues, and periodontal (gum) disease. We will also perform a general medical and dental history, and blood pressure reading.
 - Complete x rays
 - Cleaning or gum disease maintenance
-

Returning patients* receive the following with no out-of-pocket expense:

- A complete dental and oral health exam which includes screenings for caries, oral cancer, temporomandibular joint (TMJ) issues, and periodontal (gum) disease. We will also perform a general medical and dental history, and blood pressure reading.
 - Complete x rays
 - Cleaning or gum disease maintenance
-

Note: If you are diagnosed with gum disease, a \$100 credit will be applied to your gum treatment and the rest of the cost will be out-of-pocket.

* Returning patients are those who have been examined in our practice within the past two years.

Additional information is available at

<https://gatorcare.org/wordpress/files/2020/10/GradDentalBenefits-brochure-2021.pdf>

APPENDIX H

REGULATIONS OF THE UNIVERSITY OF FLORIDA

1.018 Works and Inventions.

(1) For the purposes of this regulation, the following definitions shall apply:

(a) A “creator” shall mean a member of University personnel who creates a work or invention.

(b) An “invention” shall include any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, biological material, strain, variety, culture of any organism, or portion, modification translation, or extension of these items, and any mark used in connection with these items.

(c) “University personnel” shall include full-time and part-time employees of the University of Florida, including Academic Personnel (AP); Technical, Executive, Administrative and Managerial Support (TEAMS); University Support Personnel System (USPS) and Other Personnel Services (OPS) employees; appointees of the University, including certain faculty members and all volunteers; persons paid by or through the University, including fellows; and anyone working under University auspices. Students who are encompassed within any of these categories shall be considered “University personnel.”

(d) “University support” shall include the use of University funds, personnel, facilities, equipment, materials or technological information, and includes such support provided by other public or private organizations when it is arranged, administered or controlled by the University.

(e) “University-supported work” shall mean a work of a creator not made in the course of “independent efforts.” “Independent efforts” with regard to a work means that the ideas for the work came from the creator, the work was not made with the use of University support and the University is not held responsible for any opinions expressed in the work. Notwithstanding the foregoing, “University-supported works” do not include scholarly articles published in journals independent of the University and theses or dissertations of graduate students or other works excluded from the definition of “University-supported works” as set forth in the [University’s Intellectual Property Policy](#) as in effect at the relevant time.

(f) A “work” shall include any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works and pictorial or graphic works.

(2) Works. A work that is made in the course of independent efforts is the property of the creator. A University-supported work is the property of the University, and the creator shall share

in the proceeds therefrom subject to preexisting commitments to outside sponsoring agencies. University personnel are required to disclose promptly, pursuant to the University's Intellectual Property Policy, all University-supported works. The Office of Technology Licensing shall inform the creator of the University's decision regarding ownership pursuant to the requirements of the University's Intellectual Property Policy. Any University-supported work shall be handled in accordance with the [University's Intellectual Property Policy](#).

(3) Inventions.

(a) University personnel are required to disclose any invention made or discovered by them promptly pursuant to the University's Intellectual Property Policy. All inventions must be disclosed, even those believed by the creator to be unrelated to his or her University duties and not involving the use of University support.

(b) An invention that is made in the field or discipline in which the creator is engaged by the University or made with the use of University support is the property of the University, and the creator shall share in the proceeds therefrom subject to preexisting commitments to outside sponsoring agencies. An invention made outside the field or discipline in which the creator is engaged by the University and for which no University support has been used is the property of the creator. In the latter case, however, the creator and the University may agree that the invention be pursued by the University and the proceeds shared pursuant to the University's Intellectual Property Policy.

(c) The Office of Technology Licensing shall inform the creator of the University's decision regarding ownership pursuant to the requirements of the University's Intellectual Property Policy. Any invention shall be handled in accordance with the University's Intellectual Property Policy.

(4) Copies of the University's Intellectual Property Policy are available from Office of Technology Licensing and at <http://www.research.ufl.edu/otl/pdf/ipp.pdf>. The Work Disclosure form, and the Invention Disclosure form incorporated in the University's Intellectual Property Policy are available from the Office of Technology Licensing and at <http://www.research.ufl.edu/otl/newdiscovery.html>.

Authority: BOG Regulation 1.001.

History: New 5-28-80, Formerly 6C1-7.392, Amended 7-15-97, 06-15-99, Formerly 6C1- 7.0392, Amended 2-5-03, 3-30-07, Formerly 6C1-1.018, Amended 3-22-13; Amended 3-23-18 (technical changes only).