

ARTICLE 2

APPOINTMENTS AND TERMINATIONS

2.1 Letters of Appointment. The University shall make appointments on letters, signed by a representative of the University and the appointee. No salary shall be paid in the absence of a signed letter of appointment properly on file with the University. The employing department shall ensure that the signed letter of appointment is properly on file. Each appointment letter shall contain the following elements as a minimum:

- A. Date;
- B. Classification title and class code, including a general description of duties associated with that class code;
- C. Employment unit (e.g., department, college, institute, area, center, etc.);
- D. Length of appointment and a statement that no department or University representative may make a binding agreement to reappoint the employee for longer than the term of the contract. Research grants, advisor's promises, and departmental agreements are not binding;
- E. Conditions of employment, including but not limited to, any departmental policy prohibiting outside employment or additional employment, if applicable;
- F. Name of employment supervisor;
- G. A statement that the appointment is contingent upon the employee providing required documentation of employability;
- H. A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the regulations of the University, and this Agreement;
- I. Percent of full-time equivalent (FTE) assigned;
- J. Stipend amount based on appointment;

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K. A statement reading, "All graduate assistants at FSU work under a contract negotiated by United Faculty of Florida-Florida State University-Graduate Assistants United (UFF-FSU-GAU) and Florida State University. UFF-FSU-GAU is the labor union certified as the exclusive bargaining agent for graduate assistants at FSU. For more information about UFF-FSU-GAU, visit <http://www.fsugau.org> or email info@fsugau.org."

L. An estimate of current tuition and fees per semester;

M. In-state matriculation waiver and out-of-state fee waiver, if any;

N. A statement that health insurance coverage is mandatory;

O. A statement that FSU sponsored health insurance is available and a statement of the costs associated with such a policy.

2.2 Length of Appointment and Appointment Periods. Appointments may not exceed one (1) calendar year. Programs shall not use appointment dates to avoid granting benefits to eligible graduate assistants, including stipends, tuition waivers, or health insurance subsidies.

A. Appointment Periods. Graduate assistants may be appointed for an academic year, for a semester, and/or for a summer term. Appointments on a semester basis must have a minimum appointment period of the first day of classes through the last day of finals (as outlined in the academic calendar). For graduate assistant assignments that require advance preparation before the first day of classes, such as course development, planning or preparation, required training, or pre-semester meetings, programs shall establish the start date of the appointment to provide a reasonable length of time to accomplish this work. Additionally, for assignments that require grading duties, programs shall continue the appointment period through the grade submission deadline.

(1). Upon request, the University shall provide the GAU with an electronic list of active graduate assistant appointments to include department/unit, job code and title, hours per week, rate of pay, and funding begin and end dates (as of the date of request). The list will not include identifying information for individual graduate assistants, such as name, employee ID number, or contact information.

B. Limited Appointments. A limited appointment is an individual appointment that may be for less than the minimum appointment period outlined in 2.2 (A) in the event that unforeseen or exceptional circumstances arise. In this case, the department

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shall provide an explanation to the Office of Human Resources, who shall review and approve the appointment.

C. Continuity of Appointment. Where practicable, graduate assistants who are appointed in both the Fall and Spring semesters should have a continuous appointment and departments should prioritize issuing such appointments before appointing graduate assistants for an individual semester.

2.3 Notice of Appointments. Programs shall issue appointment letters in a timely manner, subject to the provisions below. Further, they shall take into consideration whether advanced preparation is needed for the assignment and adjust their notification dates accordingly.

A. Fall Appointments. Employees, who will be provided an appointment to commence at the start of the Fall semester, shall be provided with a letter of appointment at least thirty (30) days before the first day of classes, if practicable.

B. Spring Appointments. Employees, who will be provided an appointment to commence at the start of the Spring semester, shall be provided with a letter of appointment at least thirty (30) days before the first day of classes, if practicable.

C. Summer Appointments. Employees, who will be provided an appointment to commence at the start of

(1) Summer A term, shall be provided with a letter of appointment at least twenty-one (21) days before the first day of classes, if practicable.

(2) Summer B term, shall be provided with a letter of appointment at least twenty-one (21) days before the first day of classes, if practicable.

(3) Summer C term, shall be provided with a letter of appointment at least twenty-one (21) days before the first day of classes, if practicable.

D. If a department cannot provide a letter of appointment by the above deadlines, the department shall notify the employee(s) as to why the deadline was not practicable, as well as provide an estimate based on available information, as to when appointment letters will be issued. If a department fails to issue such a notice by the above deadlines, an employee may request that they do so; departments shall have five (5) business days to comply with such a request.

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E. Issues regarding the notice of appointments shall only be subject to the grievance procedure specified in Article 11 if a department fails to comply with the steps outlined in Section 2.3 and an employee requested and failed to receive a response under the provisions in Section 2.3(D).

2.4 Changes to and terminations of appointment.

A. An appointment may be curtailed, diminished, or terminated at any time by reason of the following documented circumstances:

- (1) Continued failure, in the judgment of the University, to perform duties, including a failure to report to work;
- (2) Failure of the employee, in the judgment of the University, to maintain satisfactory student status or to make appropriate progress toward the degree;
- (3) In the judgment of the University, incompetence, unprofessional conduct or misconduct of the employee;
- (4) Completion of degree requirements;
- (5) Lack of funds as a result of adverse financial conditions, as determined by the University.

B. All appointment curtailments, diminishment, or terminations require prior approval by the Office of Human Resources and the Graduate School.

C. The University shall provide two weeks' written notice in any change in appointment in the case of Sections 2.4(A)(2) and 2.4(A)(5), if practicable.

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

E. When the President or designee has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the President or designee may immediately place the employee on leave, pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence immediately upon the President or designee providing the employee with a written notice of the reasons therefore. The leave shall be with pay, with no reduction of other benefits. This provision shall not extend the appointment beyond its specific term.

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(1) Before questioning a graduate assistant, the University shall inform the graduate assistant that the investigation may lead to disciplinary action in accordance with section 2.4 (a).

(2) A graduate assistant has a right to request union representation during questioning that may reasonably be expected to lead to disciplinary action in accordance with section 2.4 (a). This provision shall not obligate the UFF-FSU-GAU to provide representation for graduate assistants who are not members of the UFF-FSU-GAU.

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ARTICLE 7

OUTSIDE EMPLOYMENT OR ACTIVITY /
ADDITIONAL EMPLOYMENT / CONFLICT OF INTEREST

7.1 Policy.

A. A graduate assistant is bound to observe, in all official acts, the highest standards of ethics consistent with the code of ethics of the State of Florida (Chapter 112, Part III, Florida Statutes), the advisory opinions rendered with respect thereto, and University regulations and policies.

B. Nothing in this Article is intended to discourage a graduate assistant from engaging in outside activity in order to increase the graduate assistant's professional reputation or service to the community, subject to the conditions stated herein.

C. Any outside employment, additional employment, or other activities that interfere with an employee's obligation to the University or that constitute a conflict of interest are prohibited. No employee who engages in outside employment or other activity shall claim to be an official University representative in connection with 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 by the President or designee. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.

7.2 Terms.

A. Outside employment or activity is defined as private practice, private consulting, additional teaching or research, or other professional activity, compensated or uncompensated, which is not part of an employee's assigned University duties, conducted by the employee outside of the employee's University appointment with a non-University entity or entities.

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B. Conflict of interest is defined as any conflict between the private interests of the employee and the public interests of the University, or the State of Florida, including conflicts of interest specified under Florida Statutes, or any activity that interferes with the full performance of the employee’s obligations to the university.

C. Additional employment is any employment, within the University, that serves as an additional appointment to the employee’s primary appointment in the bargaining unit, as defined in Article 1.1.

D. “Relatives” are individuals related to each other in the following ways, whether by blood, adoption, marriage (in-laws/step), or other legal action: spouses, parents, grandparents, children, grandchildren, siblings, aunts/uncles, or nieces/nephews.

7.3 Permissibility of Outside Employment or Activity and Additional Employment.

A. Except for those circumstances outlined in Section 7.3(B), departments shall permit outside activity or employment to the extent that such activity or employment does not constitute a conflict of interest, as defined in Section 7.2 (B).

B. Departments or individual programs may institute a policy that restricts outside employment or activity for graduate assistants, but such policies shall not apply to graduate assistants with a total stipend less than 125% of the 0.5 FTE minimum per semester, as specified in Section 23.1 A. Further, departments or individual programs that employ such a policy must submit a rationale and justification for the Academic Dean and the Dean of the Graduate School for approval. A copy of the aforementioned rationale and justification shall also be submitted to UFF-FSU-GAU for the purpose of providing notification of the proposed policy. Approval shall only be granted for such requests if the department can clearly articulate a compelling reason why its interests in limiting outside employment or activity outweigh the interests of its graduate assistants to engage in outside employment or activity. If approved, the policy and its rationale must be clearly posted on the department’s website and be included in all letters of admission and appointment and sent to UFF-FSU-GAU.

C. Additional employment shall be permitted to the extent that such activity or employment does not constitute a conflict of interest, as defined in Section 7.2 (B), and fully complies with the workload limitations as specified in Article 6.1 (A).

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7.4 Report of Outside Employment or Activity and Additional Employment.

A. A graduate assistant who proposes to engage in any uncompensated outside activity which the graduate assistant should reasonably conclude may create a conflict of interest, or in any outside compensated employment or activity, shall report to the graduate assistant’s supervisor(s), in writing, the details of such proposed activity prior to engaging therein. The department chair or appropriate department administrator shall assess whether such activity or employment constitutes a conflict of interest and respond to the employee, in writing, within fourteen (14) days of receipt of the proposal. This shall not preclude the employee from engaging in the employment or activity while waiting for a response, unless the employee reasonably concludes that a conflict of interest exists.

B. 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; the days and hours involved; and the nature and extent of the activity.

C. As an alternative to the expedited grievance process outlined in Article 11.15, in the event the proposed outside activity, outside employment, or additional employment is determined to constitute a conflict of interest, the employee may seek the written opinion of the UFF-FSU-GAU President or designee, within five (5) days. Within ten days (10) of the original decision, the employee may seek a review in writing by the University Review Committee on Outside Activities and Conflict of Interest, or a subcommittee of at least three members thereof, for an advisory opinion, unless the Committee has been consulted previously on this matter. The written opinion of the UFF-FSU-GAU President or designee shall be considered by the Committee. The Committee shall render its opinion in writing within seven (7) days of receipt of the graduate assistant’s request. If the Committee concludes that the outside activity should have been approved, it shall consult with the approving authority to seek resolution on the matter. Should satisfactory resolution not be attained, the Committee may recommend to the Dean of the Graduate School that the activity be approved. The employee may continue the outside or additional employment in question, until such time as the Dean of the Graduate School deems that the employment is not permissible.

7.5 Relationships with students. Sexual relationships between graduate assistants and students where a direct supervisory or evaluative relationship exists are fraught with the potential

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for exploitation. The respect and trust accorded a graduate assistant by a student, as well as the power exercised by the graduate assistant in a direct supervisory or evaluative role, make voluntary consent by the student suspect. In their relationships with students under their direct supervision, graduate assistants are expected to be aware of their professional responsibilities and to avoid conflict of interest, favoritism, or bias.

- A. When any direct supervisory or evaluative role exists, a consensual sexual relationship between a student and a graduate assistant is a conflict of interest.
- B. Any situation of direct supervision or evaluation will be ended immediately when a consensual sexual relationship between a student and a graduate assistant exists.
- C. Any such relationship must be disclosed to the graduate assistant's supervisor immediately.
- D. Direct supervision includes any type of evaluative role.

7.6 Other relationships with students. Graduate Assistants may not serve in a direct teaching or supervisory role for students who are relatives, as defined in this Article. In rare cases, and only when no other viable option exists, an exception may be requested in writing for review and approval by the Graduate School and the Provost, who may add conditions to mitigate the possibility of bias.

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ARTICLE 16

HEALTH INSURANCE

16.1 Health Insurance Policy. The parties agree that the university shall offer health insurance for all graduate assistants, and that available health insurance, vision insurance, dental insurance, and dependent insurance is highly desirable in order to attract quality graduate students to the University.

16.2 Employer's Contribution to Health Insurance.

A. For the 2020-2021 academic year, the University will pay a portion of the student health insurance premium for individual coverage of those employees on at least a 0.25 FTE appointment for the fall and spring semesters who are not enrolled in any other state or University health insurance program and who elect coverage under the Student Health Insurance Plan. The employee is responsible for payment of the remainder of the insurance premium for coverage selected by the employee, which will be collected via payroll deduction on a pre-tax basis. Payroll deduction is the method for employees to pay for their portion of the health insurance premium. Only under limited circumstances will exceptions be made allowing for a payment to occur outside of the payroll deduction process, and, in such cases, applicable taxes will apply. Any such exceptions will not be made after 90 days beyond the start of the subsequent semester. Employees who elected to pay for their premium, in whole or in part, prior to ratification of this article shall be refunded by Student Financial Services so that they may be eligible for the subsidy. The employer's portion for health insurance, excluding dental, vision, and dependent coverage will be paid according to the following:

Domestic students

- \$2191/year for employees on at least a 0.50 FTE appointment for both the fall and spring semesters
- \$1541/year for employees on at least a 0.25 FTE appointment for both the fall and spring semesters
- \$1741/year for employees on at least a 0.25 FTE appointment for either the fall or spring semesters and on a 0.50 FTE appointment for the other semester

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International students

- \$2228/year for employees on at least a 0.50 FTE appointment for both the fall and spring semesters
- \$1578/year for employees on at least a 0.25 FTE appointment for both the fall and spring semester
- \$1778/year for employees on at least a 0.25 FTE appointment for either the fall or spring semesters and on a 0.50 FTE appointment for the other semester

B. The University contribution to the student health insurance premium shall be paid directly to the insurance company along with the amount collected from the employee via payroll deduction. The University contribution to the student health insurance premium shall be applied twice per year, once in the fall semester and once in the spring semester. The amount deducted from each paycheck shall be determined according to the FTE of the employee, as specified above in 16.2(A), and may be adjusted in accordance with Article 16.3 (B).

C. The parties agree to reopen this article for immediate negotiations if federal guidance is issued that specifies the health insurance subsidy cannot be provided as a pre-tax benefit as stipulated above in 16.2(A).

16.3 Payment of the employer contribution will be discontinued or reduced as applicable under the following circumstances:

- A. cessation of the appointment;
- B. reduction of or adjustment to the appointment to less than 0.50 FTE or less than 0.25 FTE, as applicable, at any point during the academic year;
- C. completion of the hours specified for completion of the degree requirements of the program in which the employee is enrolled; or
- D. failure of the employee to pay the employee portion of the insurance premium when due.

16.4 Health Insurance Committee. The UFF-FSU-GAU President will appoint two (2) employees to serve on the University’s Student Health Insurance Committee.

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ARTICLE 23

STIPENDS

23.1 Minimum Stipend. The minimum stipend shall be as follows:

A. Rates. Effective August 7, 2020, each graduate assistant on a 0.50 FTE academic year appointment will be guaranteed a minimum stipend of \$15,600, or prorated to that value in accordance with Article 23.1 (B) with a minimum of \$20.00 per hour. Each graduate assistant on a 0.25 FTE academic year appointment will be guaranteed the listed minimum stipend of \$7,800, or prorated to that value in accordance with Article 23.1 (B) with a minimum of \$20.00 per hour.

B. Stipend Rates shall be prorated by FTE and appointment period.

C. Competitive Pay Adjustment.

(1) For Fiscal Year 2020-2021, each eligible graduate assistant with at least a 0.50 FTE will receive a one-time, non-recurring performance bonus in the amount of \$750, less applicable taxes and deductions. Each eligible graduate assistant with an appointment between 0.25 FTE and 0.49 FTE will receive a one-time, non-recurring performance bonus in the amount of \$375, less applicable taxes and deductions. The bonuses will be effective November 27, 2020.

(2) Graduate assistants with multiple appointments will receive a bonus as outlined in 23.1 (C) (1), for each appointment, not to exceed a total bonus amount of \$750 per graduate assistant.

(3) Graduate assistants must be employed by the University in active payroll status on the effective date of the bonus in order to be eligible.

23.2 Graduate assistants on contracts or grants shall receive salary increases equivalent to similar graduate assistants on regular funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. Nothing contained herein shall prevent employees whose salaries are funded by grant agencies or auxiliary funds from being allotted raises higher than those provided in this Agreement. Distribution of increases for graduate assistants on contracts or grants shall be in compliance with all applicable federal rules and regulations.

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23.3 Initial Payment. Employees shall receive their first paycheck based on their effective date of appointment and according to the payroll calendar schedule established by Human Resources. Appointments with an effective start date in a pay period will be processed for the next pay cycle so long as all appointment paperwork is received by Human Resources by the associated paperwork deadline.

23.4 Departmental Discretion to Provide Stipend Increases. Nothing contained herein shall prevent departments from paying stipends higher than the minimum specified above or from providing stipend increases during the term of this collective bargaining agreement.

A. Departments that provide stipend increases beyond those contained in this article, shall have a written policy on the eligibility requirements and effective dates for such increases in their departmental Graduate Handbook.

B. Departments that draft a new policy, or make changes to an existing policy required by 23.4A shall notify Faculty Relations in the Office of Human Resources of the proposed changes and provide at least one semester's notice of the change in policy to affected graduate assistants.

C. Notwithstanding any changes made to such policies, graduate assistants may elect to be subject to the policy in effect on their original date of hire.

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MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND
THE UNITED FACULTY OF FLORIDA – GRADUATE ASSISTANTS UNITED

Joint Labor Management Committee for 2020-2021 Academic Year

WHEREAS, the Florida State University Board of Trustees (hereinafter “Board”) and the United Faculty of Florida-Graduate Assistants United (hereinafter “GAU”) are parties to a Collective Bargaining Agreement (hereinafter CBA);

WHEREAS, the parties are desirous of establishing a joint committee to discuss pay structure, appointment lengths, and/or summer stipends for E&G funded graduate assistants.

NOW, THEREFORE, it is understood and agreed to the following:

The parties agree to form a Joint Committee on Appointments, which will be convened by January 15, 2021. The Board shall have up to three representatives on the committee and the GAU shall have up to three representatives on the committee, unless the parties mutually agree to have additional members. The committee shall be charged with reviewing the aggregate number of various appointment lengths and the number of appointments that result in stipends being prorated for less than an academic year (9-month) appointment. The committee shall also consider and discuss the appropriate standard for the duration of appointments and the circumstances where a special limited appointment is appropriate.

This committee shall not engage in collective bargaining and this MOA does not negate the parties right to collectively bargain the terms and conditions of employment.

For the Board:

For the UFF:

Rebecca Peterson Date
Co-Chief Negotiator
FSU-BOT

Vincenza Berardo Date
Co-Chief Negotiator
UFF

Michael Mattimore Date
Co-Chief Negotiator

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