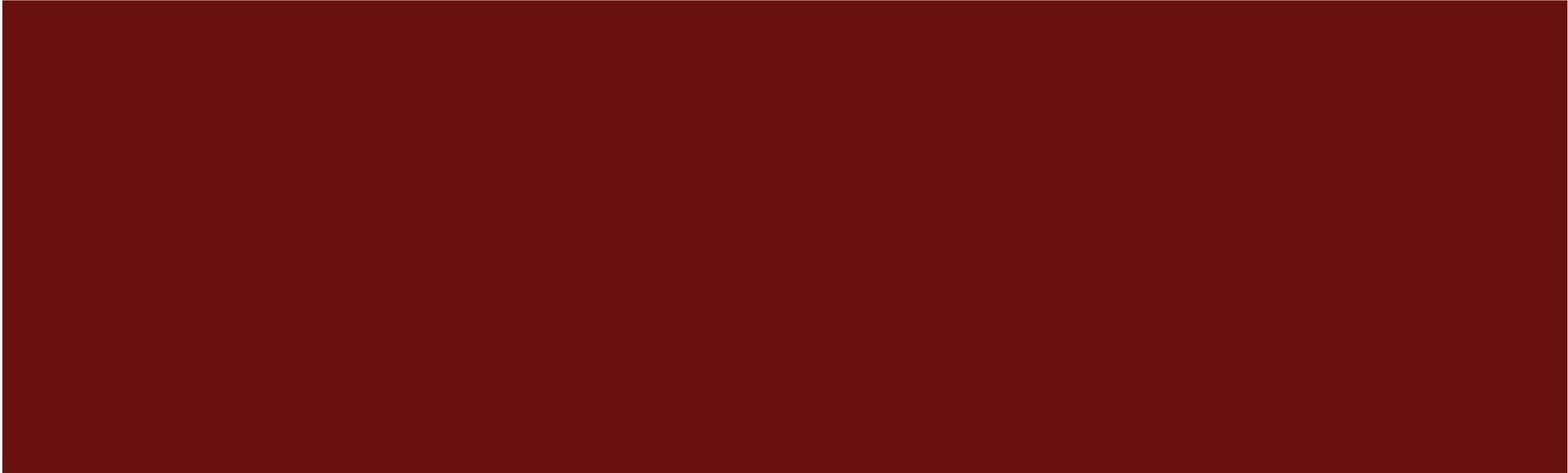




# The Plain-Language Project

Article 2



## 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;

## Article 2 Appointments and Terminations

This article covers appointments, aka, your job! Everything about your job from when you're supposed to be told what you're doing, from what days to when you're expected to work, what days and hours you get paid for, all of that and more. It also covers terminations, aka the circumstances under which you can be fired and how that process will go.

## 2.1 Letters of Appointment

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:

“Letters of Appointment” are the letters (digital or physical) that you get from your department or FSU telling you that you’ve got a job! They need to be signed by a representative of FSU and also by you. You will **NOT** get paid until that happens and the signed letter gets filed with FSU. It’s the department’s responsibility to get the signed appointment letter filed with FSU.

There are specific things that every appointment letter needs to have, at **MINIMUM**. They are:

## 2.1 A

A. Date;

The date! Specifically, the current date that the appointment letter is issued on!

## 2.1 B

B. Classification title and class code, including a general description of duties associated with that class code;

Your official job code and classification, including a general description of duties that anyone of that job code is expected to do.

## 2.1 C

C. Employment unit (e.g., department, college, institute, area, center, etc.);

“Employment unit”, aka: your department and/or college, or institute, area, center, those sorts of things. Basically: who are you working for, SPECIFICALLY (not just “FSU”).

## 2.1 D

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;

Length of appointment (start date and end date!). Also, what amounts to basically a legal disclaimer that no FSU representative (so like a professor or department head) can give you a binding agreement--aka, another contract or legal promise--that you **WILL** be rehired after your official appointment is over. Research grants, advisor's promises, and the word of your department are not legally binding.

## 2.1 E

E. Conditions of employment, including but not limited to, any departmental policy prohibiting outside employment or additional employment, if applicable;

The conditions of your employment, aka, if you do THIS, THEN they can fire you. If the department has a policy banning outside employment, here is where they're supposed to let you know. Also anything else that you can get in trouble for (at levels of "we could fire you if you do this").

## 2.1 F

F. Name of employment supervisor;

The name of your supervisor (for your job; this could be different from your advisor or department head).

## 2.1 G

G. A statement that the appointment is contingent upon the employee providing required documentation of employability;

A legal statement like “you only get to be employed by us IF you get us all the documents we need that proves we can hire you,” eg, student/work visas if you’re an international student, social security number, that sort of stuff.

## 2.1 H

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;

Another legal statement that your job at FSU is totally subject to the US Constitution, any US laws, state laws in Florida, rules FSU lays down, and everything in this CBA.

## 2.11

- I. Percent of full-time equivalent (FTE) assigned;

Percent of FTE assigned, aka, how many hours per week you're working. FTE = "full time equivalent" = 40 hours/week. They'll give you this number as a decimal, usually, so 0.5 FTE = 20 hours a week (50% of 40). 0.25 FTE = 10 hours a week (25% of 40). &c.

## 2.1 J

J. Stipend amount based on appointment;

How much your stipend is based on your appointment.  
Note: this amount has to be already worked out so they're telling you how much you're **ACTUALLY** getting paid this semester, pre-tax.

For example, sometimes your appointment might be shorter or longer than the “standard” appointment length; the stipend amount they give you on your appointment letter has to match **YOUR** actual appointment length--AKA, how many weeks you're being hired for. So if you're getting paid \$20 an hour, 20 hours a week, you can't just assume how many weeks that's going to be for: your letter needs to do that math for you and put a dollar number on it.

## 2.1 K

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](mailto:info@fsugau.org)."

This exact statement: "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](mailto:info@fsugau.org)."

## 2.1 L

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

An estimate of the current tuition and fees you'll have to pay per semester.

## 2.1 M

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

Whether or not you're getting tuition waivers and out-of-state fee waivers, and how much if so.

## 2.1 N

N. A statement that health insurance coverage is mandatory;

A reminder that you **HAVE** to have health insurance to work at FSU (though it doesn't have to be **THROUGH** FSU).

## 2.1 O

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

A reminder that FSU DOES have health insurance AVAILABLE to purchase if you need it, plus how much it is to buy.

## 2.2 Length of Appointment and Appointment Periods

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.

They can't technically appoint you for more than one year, that's the max. Your program shouldn't be manipulating appointment dates in order to avoid giving you benefits you deserve including stipends, tuition waivers, or health insurance subsidies. So departments can't start you a week late so they don't have to pay you for that first week, or employ you for less than the minimum amount of weeks so you don't qualify for health insurance or something.

## 2.2 A Appointment Periods

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).

“Appointment Periods” = academic year, semester, or summer term.

“Semester” = has to at **MINIMUM** start on the first day of classes and go through the last day of classes.

## 2.2 A Appointment Periods (con't)

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.

If you need any “advanced preparation” before the first day of classes--if you’re a course instructor, have training or meetings required of you, you need to build the syllabus, &c.--your department **HAS** to have your appointment date start **BEFORE** the first day of classes, early enough so that you can get anything required of you done.

In **ADDITION**, if you have grading duties at all (TA, grader, course instructor) you have to get paid **THROUGH** the last 2 days **AFTER** finals week, until grades are due.

## 2.2 A (I)

(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.

If we, the GAU, ask for it, FSU has to give us an electronic list of active graduate assistants with jobs. This has to include: department/unit, job code and title, hours appointed per week, rate of pay, and funding begin and end dates (as of the date we ask for it). But what it will NOT include is ANY identifying information about the graduate assistants individually, like name, contact information, or employee ID number (EMPLID).

## 2.2 B Limited Appointments

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

“Limited Appointments” = an individual appointment that is for LESS time than the minimum appointment length (AKA, less than a single semester start-day to end-day). These are for unforeseen circumstances (ex: international student’s visa is delayed until a month into the semester) or exceptional circumstances (ex: a limited grant funds a grad student but only runs for 6 weeks in the middle of the semester).

Your department needs to tell the Office of Human Resources with an explanation for why this appointment is happening. Office of HR will review and decide if they want to approve the appointment.

## 2.2 C Continuity of 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.

When departments can manage it, graduate assistants on both a Fall AND Spring appointment should be appointed as an academic year appointment instead so it's continuous instead of being two separate discrete appointments. Really, the mentality needs to be continuous academic year appointments FIRST, and then if circumstances do not allow this, resort to separate Fall/Spring semester appointments.

## 2.3 Notice of Appointments

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.

Programs **NEED** to get you your appointment letter in a “timely manner.” This means before the appointment starts, and hopefully with enough time for you to get any preparation and/or work done ahead of time.

## 2.3 A Fall Appointments

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.

If you're working Fall semester, your department **SHOULD** get you your appointment letter 30 days before the first day of classes. But that's only if they **CAN**.

## 2.3 B Spring Appointments

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.

For spring semester, your department **SHOULD** get you your appointment letter at least 30 days before the first day of classes. Again, this is only if they **CAN**.

## 2.3 C Summer Appointments

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

For summer appointments, if...

## 2.3 C (I)

(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.

You're working summer A (the full summer session, May to end of July, 12 weeks), then you **SHOULD** get your appointment letter 21 days before the first day of classes. Again, if your department **CAN**.

## 2.3 C (2)

(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.

You're working summer B (first summer session from May to end of June, 6 weeks), then you **SHOULD** get your appointment letter 21 days before the first day of classes. Again, if your department **CAN**.

## 2.3 C (3)

(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.

You're working summer C (2nd half of summer session, from end of June to August, 6 weeks), then you **SHOULD** get your appointment letter 21 days before the first day of classes. Again, if your department **CAN**.

## 2.3 D

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.

If your department can't get you your letter of appointment by any of those deadlines, then your department has to tell you why they couldn't make the deadline and then give you their best guess as to when you CAN expect to receive your appointment letter. If your department misses these deadlines, you need to go to them and ask for the letter first. After you ask for it, then your department has 5 days to get you the appointment letter.

## 2.3 E

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).

Then, if you and your department follow ALL those above steps, and your department doesn't get you an appointment letter by the deadline, then you can formally reach out to your department and request your appointment letter. If they fail to reply to you with your appointment letter, then at THAT point, you can formally file a grievance against your department.

## 2.4 Changes to and Terminations of Appointment

2.4 Changes to and terminations of appointment.

This section will deal with changes to and terminations of your appointment!  
How you can get fired and whatnot!

## 2.4 A

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

Your appointment (job) can be cut short, reduced (like the hours), or terminated (aka, you get fired) at ANY time for THESE following reasons:

## 2.4 A (I)

(1) Continued failure, in the judgment of the University, to perform duties, including a failure to report to work;

If you fail to do your job over and over again. This includes not showing up to work (over and over again). It's FSU who decides what the threshold is for this, not you.

## 2.4 A (2)

(2) Failure of the employee, in the judgment of the University, to maintain satisfactory student status or to make appropriate progress toward the degree;

If you fail your classes or fail to “make appropriate progress” towards your degree. Basically, since your job is contingent (dependent upon) you being a student, if you totally fall apart on the student side of things, they can fire you on the job side of things.

## 2.4 A (3)

(3) In the judgment of the University, incompetence, unprofessional conduct or misconduct of the employee;

If FSU decides you're incompetent, acting totally unprofessionally, or engaging in "misconduct" (this could be acting unethically, like harassing students or colleagues, that sort of thing).

## 2.4 A (4)

- (4) Completion of degree requirements;

If you finish everything for your degree (successfully defend your thesis, that sort of thing). Remember, having a graduate assistant job depends on you being a graduate student--if you're done being a graduate student, you're done having a graduate assistant job.

## 2.4 A (5)

(5) Lack of funds as a result of adverse financial conditions, as determined by the University.

If your department runs out of \$\$, FSU gets final say in this, not you.

## 2.4 B

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

If your department decides to end your job early, cut your hours, or fire you, they've got to get approval first through the Office of Human Resources and the Graduate School.

## 2.4 C

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.

If your department DOES pull something like this on you, they have to give you two weeks' notice if they can ONLY in the case of you messing up as a student (2.4A2) or them running out of money (2.4A5). With the other reasons for firing you (failure to perform, misconduct, finishing degree, &c), they do NOT have to give you 2 weeks' notice.

## 2.4 D

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

Just because you have THIS appointment RIGHT NOW doesn't mean anything towards you having the NEXT, FUTURE appointment. The guarantee is just for whatever you're specifically and currently appointed for.

## 2.4 E

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.

If the President of FSU, or their representative, has a reason to think that you keeping your job will be **BAD** for FSU, they can immediately put you on “leave” (AKA, you're pulled off your job but not fired). Your leave starts as soon as you get written notice from the President as to why they're pulling you off the job.

They'll then investigate whatever it was that made the President pull you off your job. While you're on leave you'll still get paid as normal and have all your normal benefits (health insurance, &c.). If the leave extends past your original appointment length, then you stop getting paid (like you normally would).

## 2.4 E (I)

(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).

Before FSU administration interrogates you about whatever caused them to put you on leave, they need to make clear that the results of this investigation could lead to disciplinary action (think of this as your Miranda rights section).

## 2.4 E (2)

(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.

If you are going to be interrogated about something that can lead to disciplinary action, you have the right to request union representation during that interrogation.

We, the GAU, reserve the right **NOT** to represent you if you're not a member, but everyone has the right to request representation.

Note: in addition to the contract, this right is guaranteed by U.S. labor law.