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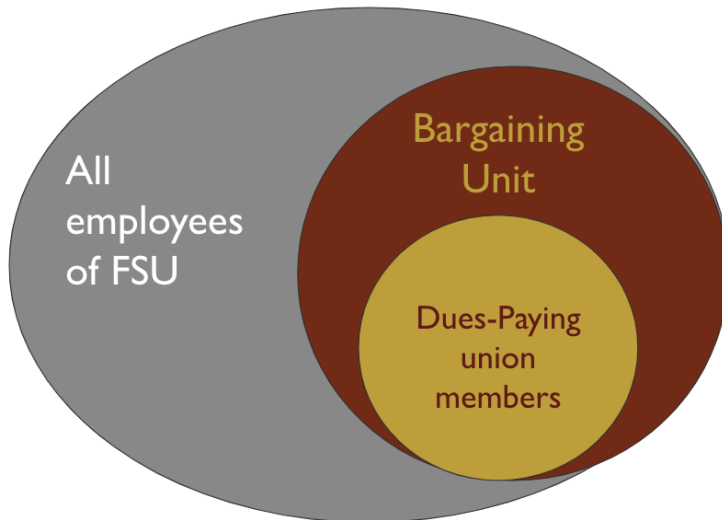
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ARTICLE 1

RECOGNITION

A “recognition” article is a standard first article, acknowledging the establishment of the union to represent and bargain for a defined class of employees at this particular workplace.

1.1 Bargaining Unit. A “bargaining unit” is different from “union members.” If you’re a member of the union, that means you pay dues to us. All “members” are part of the “bargaining unit;” but not all people in the “bargaining unit” are “members.” “Bargaining unit” means EVERY employee who COULD join the union if they WANTED to; EVERY employee that is covered by the union contract.



This union is UFF-FSU-GAU. This union was established June 1, 2009. This union is the ONLY union that covers these workers that we’re about to list below. This union bargains on behalf of the workers we’re about to cover. FSU-BOT is who we (FSU-GAU) bargain against.

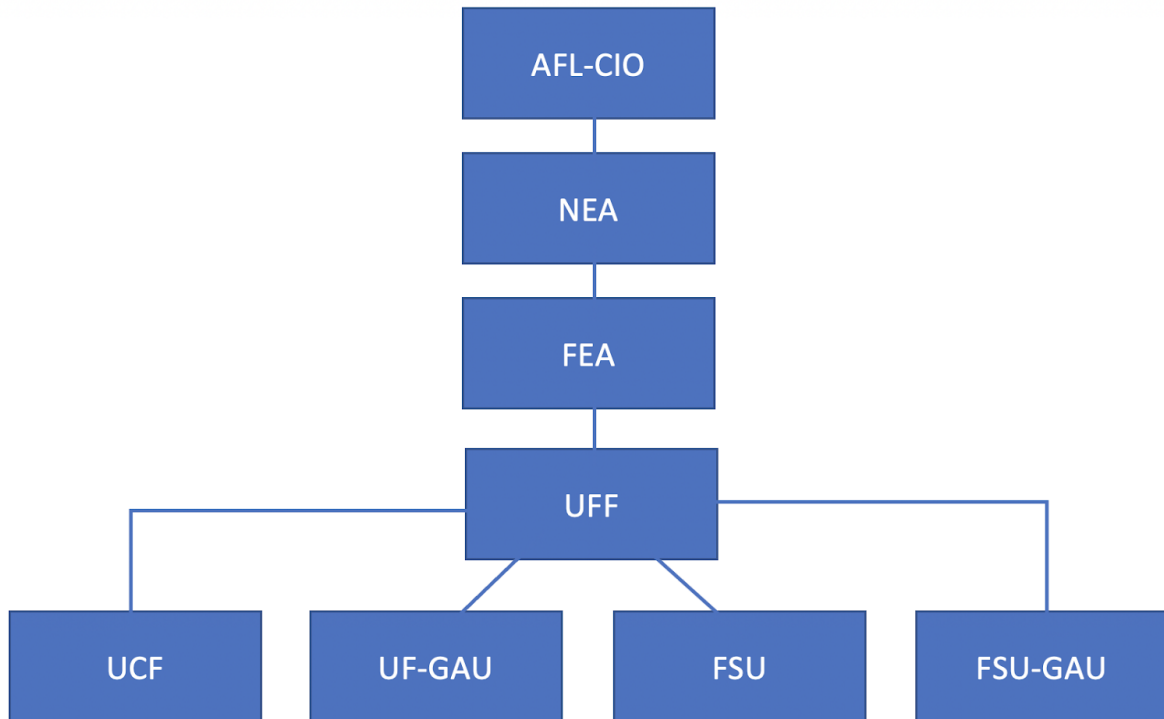
UFF = United Faculty of Florida = Our “parent” union

UFF covers ALL the college/university faculty, GAs, &c in Florida who HAVE a union. For instance, FSU’s FACULTY union is part of UFF; UF’s graduate assistant union is ALSO part of UFF.

GAU = Graduate Assistants United = The name of your union! GAU!

GAU is a standard name for grad assistant unions. For instance, UF’s graduate assistant union is “UF-GAU.”

BOT = Board of Trustees = A board of people who run the money-making decisions of FSU.



You have to be PAID by the university to be covered by the union (aka, a worker/employee!). BUT Being an employee of FSU is a NECESSARY but not SUFFICIENT condition to be covered by our union. ONLY these following particular job codes are covered by our union. (For instance: Nursing grad students in the nursing school are NOT covered by us). Those jobs/job codes are:

Graduate Research Assistant (9182), (an RA)

Graduate Research Associate (9181), (an RA)

Graduate Teaching Assistant (9184), (a TA)

Graduate Teaching Associate (9183), and (a TA)

Graduate Assistant (9185). (Course instructor, &c.)

1.2 Exceptions. Because of course there has to be exceptions! Just because FSU-GAU exists doesn't mean NO OTHER organization can exist. Clubs, graduate student organizations, fraternal organizations, all those can still exist. They can even meet with and talk with the

administration! Or the BOT! BUT, if another group is trying to talk union-y sort of stuff--stipends, raises, health insurance--you gotta go through FSU-GAU. Imagine the international grad students all banded together through the GLOBE to demand tuition waivers from FSU. They COULDN'T try to bargain that themselves because that's something FSU-GAU is supposed to bargain. But they CAN still exist as an organization. And they can meet with the university about other stuff. They can EVEN meet with FSU ABOUT tuition waivers, but they can't try to COLLECTIVELY BARGAIN it.

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. "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:

- A. The date! Specifically, the current date that the appointment letter is issued on!
- B. Your official job code and classification, including a general description of duties that anyone of that job code is expected to do.
- C. "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")
- D. 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.
- E. 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").
- F. The name of your supervisor for your job; this could be different from your advisor or department head.
- G. A legal statement like "you only get to be employed by us IF you get us all the documents we need that prove we can hire you," eg, student/work visas if you're an international student, social security number, that sort of stuff.

H. 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.

I. 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.

J. 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.

K. 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."

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

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

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

O. 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. FSU 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.

A. Appointment Periods. "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.

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.

(1) 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).

B. Limited Appointments. "Limited Appointments" = an individual appointment that is for LESS time than the minimum appointment length (AKA, less than a single semester's 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 (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

C. Continuity of Appointment. 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 should 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. 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.

A. Fall Appointments. 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.

B. Spring Appointments. 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.

C. Summer Appointments. For summer appointments, if...

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

(2) 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.

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

D 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 it first. After you ask for it, then your department has 5 days to get you the appointment letter.

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

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

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

(2) 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.

(3) 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).

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

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

B. 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.

C. 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.

D. 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.

E. 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 well, then you stop getting paid (like you normally would).

(1) Before the 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) If you are going to be interrogated about something that could 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, but you always have the right to request it.

ARTICLE 3

EMPLOYMENT PERFORMANCE EVALUATION

This article has to do with how you are evaluated as an EMPLOYEE, not as a student. Remember, the CBA can only cover WORK-related topics; GAU is a WORKERS' union.

3.1 Policy. You're supposed to be evaluated once per appointment (so if you're on an academic year appointment you only have to get 1 for the year). As long as you're an employee for at least 1 semester--shorter appointments don't require evaluations. Evaluation must be in writing. If you're on TECHNICALLY a semester-by-semester appointment BUT in PRACTICE actually an academic year appointment (ie, both fall and spring semesters), you only need to be evaluated once. Evaluation will look at the stuff you're supposed to do for your job. Your employer must consider the results of your evaluation when making personnel decisions (like your next teaching assignment), but those decisions don't have to ONLY be based on this evaluation. There's no standard form REQUIRED for this, but FSU DOES have a standard form ready if departments want to use it! If your department isn't using the standard form, there's some guidelines listed in 3.4 they need to follow.

3.2 Procedures. Someone has to talk to you about your evaluation, specifically the negatives, and tell you how to improve. You get at least 30 days to try and do better. This written evaluation goes in your file. Evaluator signs it, THEN shows it to you. You then get to (but do not have to!) sign it. You get a copy of the evaluation. If you want to RESPOND to it/note something/&c, you can write up a comment and have it attached to the evaluation. You have to do this within 10 days of getting the evaluation. STUDENT comments/evaluations do NOT need to be signed to be used in evaluations of you.

3.3 Observations and Visitations. You can be observed or visited in your workplace. This CAN be a surprise, or not.

A. You get to discuss the observation/visitation with whoever performed it. Within 14 days is recommended, but this can be flexible if need be. It is best to meet after the observation ASAP.

B. The default is for your observer to put their comment in writing. But as long as you both agree on it, you can decide not to. Written comments go in your employee evaluation file. You get a copy of that within 14 days. That 14 days is flexible. You can't file a GRIEVANCE over the content of these comments but you CAN respond with a written statement that'll get attached to the evaluation in your file.

[NB: "Grievable" is a technical term. It refers to the "grievance" process, which is outlined in Article 11. Basically you can't decide to go through this formal, legal procedure because of an

evaluation you disagree with. However, you CAN go through the grievance procedure if unfair/inaccurate evaluations are later used against you.]

C. You can ask for another observation/visitation from someone else. You have to do this within 5 days of finding out about the results (written or verbal) of the first observation. The new observation has to be the same semester. You can do the “written response attached to the file” thing with this observation report, too, just like the first one.

3.4 Criteria. Those evaluations we JUST finished talking about? Their judgement of you has to be based on your assigned duties, AND... have to pertain to the specific nature of the work you are assigned for your GAship. i.e., if you’re a TA, RA, &c.

A. FOR INSTANCE, if you are a TA/Course instructor, your evaluation is going to focus on how good you are at teaching. You can demonstrate this in various ways, not just lecturing in front of a class. Three major components of this: (1) Getting across the info necessary to the students; (2) How stimulating you are to the students; (3) Professionalism in front of the students

B. OR, you might be evaluated as an RA/in a lab! That type of evaluation would focus on you contributing new stuff to your field. There’s three major components of this: (1) AMOUNT and QUALITY of stuff you’ve contributed to your field; (2) Presenting/putting your research out there; (3) Do others in your field acknowledge your contributions. Such evaluations will probably not be based on a single lab visit but on the preponderance of your work as a researcher.

3.5 Follow-up Evaluation. If you were told you needed to improve after your first evaluation, after at least 30 days (see Article 3.2) they will evaluate you again. You’ll get a written evaluation again; it’ll note if you improved or didn’t. This evaluation might involve getting observed (see Article 3.3). They’ll review the evaluation with you, then put it in your file. Same as the first, you can write up a comment and attach it to the evaluation within 10 days, if you want.

ARTICLE 4

GRADUATE ASSISTANT FILE

Graduate Assistant File: A file exists which contains all your evaluations, amongst other things.

4.1. Policy. All your written evaluations have to be kept 1 place. That 1 place may also include things like your admissions records, transcripts, &c. It may contain other things not listed here! This file lives somewhere in your department.

4.2 Access. You can ask to check out your own file, but they might need some time to get it to you. They'll try to get it to you same-day but don't be a jerk about it. They might have some conditions to make sure you don't, I dunno, set fire to the original copy or something. You can get one free copy if you ask and more copies if you pay for the copying. You can request to number all the pages of your file (useful if you want to submit it somewhere), but only in "successive whole numbers." If you provide written authorization, anyone else that you choose (ex: your union representative in a grievance case) can also read your file.

4.3 Indemnification.

"Indemnification": Technical term for freedom from legal liability.

AKA, stuff FSU is NOT responsible for.

"Indemnify": To release from legal responsibility.

If we (GAU) mess up and accidentally misuse the information in an employee file, FSU (the University) isn't liable for our mistake.

4.4 Use of Evaluative Material. If we're helping out a GA with a grievance, and that grievance goes all the way to "arbitration" (technical term, see Article 11.8.F for this), then the people involved in "arbitration" get to use the relevant stuff in the GAs evaluations file in the arbitration process. Those people include FSU, GAU, the GA, and the "arbitrator"--see Article 11 for more details on this.

4.5 Anonymous Material. No anonymous material can be put in a GAs file. This does not include student evals (which are anonymous), but the GA does have to REQUEST these to be put in; they're not put in by DEFAULT.

4.6 Materials in Evaluation File. Those observation evaluations get put into your files, after they give you a copy to sign. Signing your evaluation or observation record does NOT mean that you necessarily agree with your evaluation. You can always add your own statement to

staple onto your observation evaluation, subject to the time limits in Article 3.

4.7 Removal of Contents. Anything outright false will get removed from your file. But if it's up for debate, it stays in. If it's a matter of opinion and not FACT, it stays in. You cannot file a grievance specifically to have something removed from your file. However, you may have filed an unrelated grievance that then ends up having, as part of its resolution, something removed from your file: that's a-ok! Florida is under the "Sunshine Law", aka all government documents are public records.

So the material in your file is public records and subject to public records requests.

Meaning if you burn your file, you're not just violating your contract w FSU, but state law.

If possible, it's nice for you to get copies from your file yourself if you need to show it to the GAU or something. Helps administrative assistants have less work.

4.8 Your file is supposed to be relatively private; University employees need an actual REASON to go in there and read it.

i.e., a professor who hates you can't just go in and read your file for chucks.

ARTICLE 5

ACADEMIC FREEDOM

Typical language used to refer to YOUR “freedom” of speech &c. as an academic, i.e., in the context of doing your job.

5.1 FSU likes free speech. But also likes you to take responsibility for what you say. Universities are places that try and seek truth and so you need to have free speech to do that and also be tolerant of others.

5.2 Academic Freedom. Within the context of a class you’re teaching or working in (grader, TA, &c.), you have free speech... as long as it’s “relevant” to the classroom. You’re free to do scholarship, research and “creative expression.” You are free to talk about the way FSU is run. Speech, writing, and action is free. FSU will not censor or punish you for this. “Speech” covers verbal, written, or electronic speech.

5.3 When they say “academic responsibility” in section 5.1, they mean you can’t be a liar or a cheat with regards to your employment. You need to support OTHERS’ freedom of speech, too. When you’re making your free speech about “matters of public interest”, you need to be clear that you are NOT speaking on behalf of FSU.

So when you’re teaching material in class, you ARE a representative of FSU.

When you’re supporting a political position out in the world, you may still be an employee, but not a representative of FSU.

5.4 The university’s share of “academic responsibility” is to make sure their actions not only don’t have a chilling effect on free... anything... but also affirmatively create a freedom-full place of employment.

ARTICLE 6

WORKLOAD

This is the article about how many hours a week you can be expected to work, how appointments are calculated, that sort of thing. So if you think you're being overworked, here's the first article you need to look at. You can get one free copy if you ask and more copies if you pay for the copying.

6.1 Assignment of Responsibilities. This article in particular goes over how your assignments fit into your FTE

FTE: "Full-Time Equivalent", i.e., what would be the equivalent of working "full time". Generally 40 hours a week (8 hours per day)

0.5 FTE = $\frac{1}{2}$ of "Full-Time Employment", so $\frac{1}{2}$ of 40 hours/week = 20 hours/week

A. .25 FTE = 10 hours per week.

.5 FTE = 20 hours per week.

If you're employed on these, you can't be assigned work that would exceed that weekly ON AVERAGE over the SEMESTER. The "average" is important here: if one week you work 30 hours grading final paper assignments, that's not NECESSARILY problematic because the week before you might have only worked 10 hours, for an average of 20 hours/week. All FTE calculations are done based on a 40-hour work week. If you're attending FSU full-time as a student, you generally shouldn't be expected to work more than .5FTE (20 hours/week). However, there's exceptions, especially but not limited to summer session. The absolute MAX FTE you can take on is .75FTE (30 hours/week). Appointments at FSU are CUMULATIVE.

If you have one .5 FTE job and another .5 FTE job at FSU, EVEN IF only one of them is a GA job, you can't have both because $.5+.5=1.0$.

Note: Appointments OUTSIDE FSU are NOT cumulative.

Anything higher than .5 FTE, even, is discouraged and will be kept a close eye on.

B. Work that counts towards your work-hours (FTE), does NOT include your SCHOOL work that you do as a student.

Stuff like dissertation, thesis research, &c. does NOT count towards FTE.

Assigned research DOES if you are a research assistant.

The work they DO expect you to do towards your FTE needs to make sense under your

job code.

i.e., if you're an RA you shouldn't be expected to teach class.

C. Like we said earlier, your hourly FTE is actually calculated on a rolling average over the course of the semester, NOT week-by-week. So just because you worked 40 hours THIS week doesn't mean it's a violation of your .5FTE appointment, so long as there are weeks where you worked 5 or 10 hours, &c.

D. If you're a course instructor... ..Your department should decide your teaching assignment based on what they can reasonably expect from you. How many students can you teach? Are you taking classes yourself? Have you taught before? If so, how did observations go? Your job as a course instructor can also include other relevant duties outside just teaching (grading, syllabus creation...). Your department is supposed to tell you what your assignment is BEFORE you start working... but if it is "not practicable" they might not.

6.2 Clarification of FTE Calculation. You or GAU can request your department explain what duties it expects of your assignment and how much time those duties are supposed to take. And it's gotta make sense with your FTE.

A. If you think you're being expected to work more than your FTE (10 hours/week, 20 hours/week, whatever it is) then you can ask for your department to give you a breakdown, in WRITING, of your duties/FTE expectations.

(NB: This is what we call a "workload audit")

GAU can ask for this workload audit for you as an individual. GAU can ask for a workload audit for the whole department. In the case of such a workload audit, the employee's supervisor is responsible for determining if the work that's assigned to you can reasonably fit in the amount of time you're supposed to be working. Your supervisor has to put this in writing within 30 days of you or us requesting the workload audit.

B. Just because you're or us are requesting a workload audit does NOT preclude you from pursuing a grievance. But you have to go through the steps of requesting the workload audit, getting the analysis in writing from your supervisor, &c. first.

6.3 Review of Workload Expectations. Every department is supposed to check their GA assignments every year to make sure the amount of work they're expecting you to do fits inside the hours/week they're saying it would take. There's stuff departments can modify to fix workload issues such as the size and amount of classes you're teaching, and the amount of work you're doing as a STUDENT.

ARTICLE 7

OUTSIDE EMPLOYMENT OR ACTIVITY/ADDITIONAL APPOINTMENT/CONFLICT OF INTEREST

This article has three parts: (1) is about the who/what/in-which-ways of your ability to hold down work outside FSU. (2) is about any other activities outside FSU which may pose conflicts of interest. And finally (3) is a conflict-of-interest section governing which relationships are appropriate with students and which aren't.

7.1 Policy. This section is dedicated to explaining how these three seemingly disparate topics have in common so that they share an article. Namely, that much of this is a matter of ethics: what employment and activities you can have outside of FSU, and who you should hold authority over in your job for FSU, that sort of thing. The goal is to keep everything above-board and conflict-of-interest free. Propriety and ethics are the key words, here.

A. Graduate assistants are obligated to be ethical, specifically according to the code of ethics of the state of Florida (see Chapter 112 Part III of the Florida Statutes for specifics), and also according to how FSU interprets that code of ethics. You also have to be ethical according to FSU's standards, too.

B. Don't let this article stop you from doing stuff outside FSU, especially things that could help you professionally (think conferences, publishing, interning, &c.) or just generally be good things to do (community service type stuff). Now, of course, you gotta keep in mind all the following rules...

C. You cannot have a job outside FSU or any "activities" outside FSU that interfere with your obligation to do your job for FSU. Ditto any outside jobs or activities that could be conflicts of interest with your FSU job. When you ARE working or doing "activities" outside FSU, you cannot say you are an official representative of FSU. You can't use FSU equipment, buildings, or employees for your outside-FSU job or activities unless you get approval ahead of time from the FSU President or someone he designates as able to give you this approval. FSU can totally say that if you want to use FSU equipment, buildings, or employees for your outside-FSU job or activities, then you gotta pay FSU back for using them.

7.2 Terms. What follows is a bunch of definitions!

A. "Outside employment or activity": any private teaching, consulting, research, job, &c. that is not part of your FSU duties that you do for someone who isn't FSU. This includes both paid AND unpaid work.

B. "Conflict of Interest" = any conflict between your interests as a private human being and the public interests of FSU or the state of Florida generally. This includes conflicts of interest specified by Florida Statutes, or any activity that interferes with doing your job for FSU.

C. "Additional employment" = any job WITHIN FSU that is in addition to and separate from your primary appointment as a graduate assistant (so think like, picking up some hours working at the library).

D. "Relatives" = people related to you by: blood, adoption, marriage, or other legal ways. Includes: spouses, in-laws, step-relatives, parents, grandparents, children, grandchildren, siblings, aunts, uncles, nephews, nieces.

7.3 Permissibility of Outside Employment or Activity and Additional Employment. This section will cover what you ARE allowed to do outside FSU for a job.

A. Your department is not allowed to ban you from having a job outside FSU UNLESS it falls under "conflict of interest" from 7.2 B above or it is part of a permissible department-specific policy as described below in 7.3 B.

B. Individual departments CAN have an anti-outside-job policy, but they can't do this if your stipend is less than 125% of the .5 FTE minimum. Basically, take the minimum stipend, multiply that by 125% (1.25). If you make LESS than that in a SEMESTER, your department can't ban you from taking on outside work. If you make more, they can. At \$15,600 minimum stipend, 125% is \$19,500, or \$9,750 in a semester. In order to institute one of these policies banning their graduate assistants from outside work, your department would have to submit a reason why to the Academic Dean and Dean of the Graduate School and get their approval. Your department would then have to submit all this to US at the GAU to tell us it's happening. Departments only get approved to do this if there's a good reason to ban their graduate assistants from working outside FSU, and those reasons have to outweigh the benefits to graduate assistants of having the outside work opportunities. If approved, departments have to post that they have this policy and the reason why on their website, AND include it in letters of admission/appointment.

C. Having a job outside FSU is totally allowed as long as it's not a conflict of interest according to 7.2B, and as long as you're complying with your workload limitations according to 6.1A.

7.4 Report of Outside Employment or Activity and Additional Employment. This section deals with how and when you need to formally put on record outside employment.

A. If you're going to engage in compensated OR uncompensated outside activities or employments, which you think could be a conflict of interest, you need to give your supervisor a letter that says what that activity/job is going to be BEFORE you do it. Your

department chair or someone similar will evaluate it and decide if you're good within 14 days of you giving them that letter. You can totally do the job/activity during those 14 days while you're waiting, as long as you don't think the answer from your supervisor is going to be "no."

B. When you write this letter to your supervisor, you should include: name of employer/whoever you're doing things for, the funding source (if there is one), the location you'll be working/doing activities, the days and hours involved, and the nature and extent of the activity.

C. Instead of going through the whole process of filing an expedited grievance, a graduate assistant who gets told they can't do outside employment/activity because it's a "conflict of interest" can ask for the written opinion of the GAU president or representative. They have to do this within 5 days of getting the decision from their department. Alternatively, within 10 days of getting the decision from their department, a graduate assistant can get a review in writing from the "University Review Committee on Outside Activities and Conflict of Interest" to review the decision. They could also convene a subcommittee of that committee that includes at least 3 members of the original committee and that'll count, too. That committee will consider not just the decision of the department, but also the written opinion of the GAU President or Representative. The committee has to give you a decision within 7 days of you submitting your request to them. If they think that you should be allowed to work/do activities outside your department, they will talk with your department and straighten them out. If your department still pushes back, they'll get the Dean of the Graduate School involved to personally approve your job/activity. While all this is going on, you can keep doing your outside job/activity until a final decision comes down from the Dean of the Graduate School that you can't.

7.5 Relationships with Students. This section is about relationships with students. A sexual relationship between student and graduate assistant who is in charge of them in some way--includes supervising, evaluation, &c.--is ripe for exploitation. It's difficult to imagine how consent can be possible between a student and a graduate assistant who holds a position of power over them. Therefore, the burden is on the graduate assistant to keep in mind their position of power over their students and to not abuse it. Graduate assistants should not show bias or favoritism to particular students and avoid conflicts of interest.

A. If a graduate assistant is in charge of a student, if there is a sexual relationship between them that is, by definition, a conflict of interest.

B. If you are in a sexual relationship with a student that you are in charge of--either because you're supervising them or evaluating them--you have to end the role you have over them.

C. If you're in a sexual relationship with a student you have to tell your supervisor immediately.

D. "Direct supervision" = any type of evaluative role. So if you're a grader, teaching assistant, course instructor, lab group leader, &c. over a student.

7.6 Other Relationships with Students. Graduate assistants cannot be supervisors or teachers of students who are relatives (as defined above in 7.1D). If there are no other options and people can't get moved around, you can request an exception in writing to the Graduate School and the provost. They might add some conditions to your employment to try and eliminate the possibility of bias.

ARTICLE 8

UNLAWFUL DISCRIMINATION

This is the article that deals with discrimination based on race, creed, color, sex, religion, national origin, age, disability, veterans' or marital status.

FSU isn't allowed to discriminate against you for any of ^ those reasons.

8.1 Policy. Both FSU and GAU cannot discriminate against anyone based on race, creed, color, sex, religion, national original, age, disability, veterans' or marital status. They also can't discriminate based on sexual orientation, gender identity, gender expression, any protected group status, OR if you're in a union or not. Personnel decisions in specific have to be SOLELY based on job stuff, not ANY of the above.

Personnel decisions include stuff like: continuing to employ you, promoting you, evaluating you, or disciplining you.

A. Sexual harassment = a specific type of sex discrimination that is not allowed. It's both illegal AND against University policy. What follows is a definition of sexual harassment from a Supreme Court case in 1986:

Sexual harassment in the employment context IS:

When someone you don't want to is asking you to have sex, do sex stuff for them, or generally touching/talking sex stuff at you, AND:

- 1) They're implying or telling you outright that you going along with any of the above is just a part of working there;
- 2) They decide if they're going to hire or keep you on based on whether or not you go along with any of the above, OR;
- 3) Them doing any of the above interferes with your work or makes your workplace suck hard.

B. FSU doesn't want discrimination and harassment all over the place, so it wants you to report this stuff ASAP. If you're a supervisor you're required to report an allegation of discrimination/harassment from the people you supervisor to the "appropriate administrators" Ditto for course instructors re: allegations from students.

"Appropriate administrators" = your supervisor, graduate coordinator, department chair, your dean, EOC admin, or HR.

C. You do NOT file a grievance for discrimination or sexual harassment. You go through University EOC.

EOC: Equal Opportunity and Compliance.

If you file a complaint with EOC, they'll tell you that you have a right to file a complaint outside the University, too. Go to the FSU EOC website to learn more!

ARTICLE 9

COPYRIGHTS AND PATENTS

Refers to work/materials/&c. produced by us when we're working for FSU.

9.1 Statement. Refer to "2008 Faculty Handbook: Section 6."

Section 6 of the "2008 Faculty Handbook": Is actually incredibly comprehensive, but it's also 10 pages long, and hence why it's not reiterated in the contract itself. If you want to check it out just "2008 FSU Faculty Handbook." Relevant pages are 122-132.

[Link can be found here.](#)

ARTICLE 10

LEAVES OF ABSENCE AND OTHER LEAVE

This will be the article that deals with when you can be out of work!

10.1 They're about to list 5 different specific times when you're allowed to miss work WITHOUT getting in trouble (either as a student or as a worker) OR miss out on any pay.

A. If you are disabled/injured, sick, observing a religious holiday, have jury duty, called to US military service (like if you're in the reserves). If someone in your immediate family is injured, ill, or dies and you need to be not at work.

"Immediate family" = spouse, grandparents, parents, siblings, children, grandchildren of yourself or your spouse; also minor children that you're the legal guardian of.

Notify your supervisor that you'll be out ASAP.

B. When you're taking tests to get professional licenses RELEVANT to your degree, or When you're taking exams for your degree that your department/University requires

C. When you're traveling to conferences &c. for your job and growth in your career. In fact, FSU and GAU WANT your supervisors to support you in traveling to conferences, both by helping make it happen and letting you go if it's at all possible.

D. If the University is closed, unless you've got some special assignment (like Maglab stuff, that CAN'T be left alone)

E. If you're sick for more than 3 days, FSU CAN ask for a doctor's note (though FSU does not have to! Only if they want to).

10.2 Leave. Now this section is going to deal with extended, unpaid time away from work, and list all the reasons that are acceptable.

A. In a subcategory here, what follows are 5 specific reasons you can have up to 8 weeks in a row unpaid time off work, per year (does not have to be calendar year, just any 12 month period).

1. From the moment your child is born to 6 months of age, you can take 8 continuous weeks off at any point during that period (you do not have to be the one to give birth! It just has to be your child).

2. If you get a foster kid or adopt a kid, you can take 8 weeks off at any point from the moment you get the kid to 6 months later.

3. If you need to take care of a sick spouse, parent, or child

4. If your spouse, parent, or child gets called up to active duty and this means you gotta deal with some stuff

5. If you get so sick you can't do the main parts of your job for an extended amount of time.

B. If you can, you should provide FSU in writing that you'll be out, 30 days prior to being out. If it's an emergency, tell FSU within 24 hours of being out, if you can. If you're out because you're sick for more than 3 days, FSU may (but doesn't have to!) ask for a doctor's note. FSU can make you go see a doctor THEY pick (but FSU has to pay for it).

C. Once you're done with your leave, you get to come back to the same or a similar job, as long as your contract hasn't expired.

D. When you're done with the leave, you are NOT required to make up the work hours that you missed while you were away!

E. Even though this is called unpaid leave, FSU will keep paying a) your tuition waiver, and b) your health insurance subsidy, while you're out. So don't worry about those things (they have to note this because those two things are technically "compensation" things, so if you're on "unpaid" leave it's an open question if they'd still "pay" your tuition waiver, etc. But they will!)

E. If FSU decides to recognize domestic partners as immediate family status, then they'd fall under the reasons for leave in the same way spouse would. FSU has not yet recognized domestic partners as immediate family but this would automatically cover it if they did.

ARTICLE 11

GRIEVANCE PROCEDURE AND ARBITRATION

This article is about how we deal with violations of the contract. It sets lots of important timelines, procedures, and limitations on formal complaints about violations of the contract (aka grievances).

11.1 Policy/Informal Resolution. The processes in this article are the only way we are allowed to formally complain about contract violations. These processes are a last resort; whenever we can, it is nicer to informally resolve issues by talking with admin, and we will keep communication open with them so formal grievances can be avoided when possible. Even once we have formally started the grievance process, informal resolutions of issues are still encouraged every step along the way.

11.2 Resort to Other Procedures. If you try to formally get a contract violation solved outside of the grievance process (i.e. by suing the university or pursuing something under federal or state law) then admin has the right to ignore any grievance you file on the issue. The one exception to this is a federal employment discrimination charge, which you can file during an open grievance to meet a deadline. There is no double jeopardy on grievances--admin's response to grievance proceedings (up through arbitration) is not itself grievable.

11.3 Definitions and Forms.

A. "Grievance" = a formal complaint about enforcement and/or interpretation of anything in our contract filed following this article and subject to exclusions in this CBA.

B. "Grievant" = a GA OR a group of GAs who have filed a grievance OR GAU (usually on behalf of an entire department or an even larger number of GAs). If several individual GAs file separate grievances about the same thing, the university and GAU can agree to merge the cases for convenience.

C. Forms for the steps of the formal grievance process are in Appendices C, D, and E. These forms should be signed by the grievant, although a GAU representative can sign them in a pinch to meet a deadline as long as the grievant signs before the formal meeting with admin. Forms can be submitted any reasonable way that gets them to admin.

11.4 Burden of Proof. In almost all cases it is up to the GA(s) / GAU to prove that the contract has been violated. The one big exception is disciplinary grievances, where admin has to prove that there wasn't wrongful discipline.

11.5 Representation. GAU has the right to represent you if you file a grievance unless you want to represent yourself or hire an outside lawyer. If you decide not to have us represent

you, FSU must tell us about the grievance and we have the right to sit in on your meetings. We will find out about meetings and decisions alongside you and anyone else formally involved.

11.6 Grievance Representatives. We at GAU have a grievance chair to help you through the process, a GA like you who volunteers their time to keep the contract enforced. We give the university their name + other GAU volunteers who could represent you each year. If meetings / etc. conflict with their GA duties they will work with admin and their department to be there to help you out.

11.7 Appearances.

A. Going to a meeting or arbitration for a grievance during working hours does not count for nor against you when it comes to hours worked.

B. You have the right to work out schedule adjustments with your supervisor as necessary to attend meetings for the formal grievance process.

11.8 Formal Grievance Procedure.

A. Facilitation. Step 0 for a formal grievance is an attempt to informally resolve the issue called facilitation. A written request for facilitation has to be filed within 45 days of you learning about the problem (or the most recent time a repeated problem happened). Facilitation requests can be written by you or GAU and they involve sending the Director of Faculty Relations (or their designee) a description in writing of the problem with concrete details plus any evidence (emails or work documents, etc.). Once admin has gotten a facilitation request we spend up to 30 days trying to informally fix the issue (15 days for a time-sensitive issue). If both sides agree we can extend these timelines. Any fixes reached here will eventually be written down but will not count as precedent for a future grievance.

B. Filing.

(1) If facilitation does not reach a resolution, within 15 days the grievant can file a formal Step 1 grievance (whose form is in Appendix C) to their college's Director of Graduate Studies or equivalent. Even once filed you can amend the form about which article(s) of the contract you think were violated and add more documentation--you just can't change what you claim was the problem.

(2) Formally filing a Step 1 means you can't appeal any decisions to a judge or any other University review. A formal Step 1 grievance is the only official way to resolve issues beyond facilitation. If you reach Step 2 you can't change the form at any later point in the grievance process.

C. Time Limits. All of the time limits in this article can be extended if both sides agree except for initial facilitation filing, which requires admin and GAU to agree. If admin does not get back to you within the time limit you get to automatically advance to the next Step in the grievance process; if you do not grieve or appeal a step within the time limit admin can stick with the decision from the last completed step (from facilitation onward) or just cancel your grievance if no decision was ever reached. Time limits do not run from December 15th - January 15th.

D. Step 1.

(1) Meeting. Step 1 meetings occur within 15 days of admin getting a formal grievance via a Step 1 Form (Appendix C) at a time that works for everyone involved. Here you and/or your representative present evidence and discuss the contract article(s) in question with admin / a Unit Head / representatives thereof.

(2) Decision. Whoever from admin attends this meeting has to give your representative a written decision with justification within 15 days of the meeting; if you haven't gotten anything within 20 days and both sides did not agree to a time limit extension, you can go to Step 2 automatically. If we are not representing you, decisions will go to you and also GAU.

(3) Documents. Decisions will include all documents submitted with the original grievance. You have the right to request copies of identifiable documents containing information on you and relevant to the grievance before the Step 1 meeting.

(4) Step 1 Meeting Waiver. If GAU and admin both agree to jump right to Step 2 for a grievance we can.

E. Step 2.

(1) Review. Step 2 meetings may be requested if the decision from a Step 1 meeting is not a satisfactory resolution. Within 15 days of getting a Step 1 decision you can ask the Dean of the Graduate School (or representative) to review your grievance using the form in Appendix D.

(2) Meeting. You then have the right to a new meeting within 15 days of the Dean getting your Step 2 request. The Step 2 meeting is basically the same as the Step 1 meeting and occurs at a time that works for everyone involved but just in front of new people (Dean of the Graduate school or their representative): you and/or your representative present evidence and discuss the contract article(s) in question.

(3) Decision. Whoever from the Dean of the Graduate school's office attends this meeting has to give your representative a written decision with justification within 15 days of the meeting; if you haven't gotten anything within 20 days and both sides did not agree to a time limit extension, you can go to Step 3 automatically. If we are not representing you, decisions will go to you and also GAU.

(4) Documents. A Step 2 decision will only be based on what was included with the Step 2 form and earlier unless both sides agree in writing to add something else. Step 2 decisions will include all documents submitted thus far in the process unless they are publically available, plus a list of these documents.

F. Step 3. Arbitration.

(1) Filing. Arbitration is the last resort of last resorts, and only occurs if both the Step 2 decision is an unsatisfactory resolution and a statewide UFF (our parent union) committee believes that it is worth going to arbitration. If we are going to go to arbitration, within 15 days of getting a Step 2 decision we will tell admin as much using the form in Appendix E, signed by both you and a statewide UFF staff member. You or we can withdraw the grievance at any time during Step 3 if we decide to. If all our best efforts to resolve the issue in facilitation, Step 1 and Step 2 failed, both sides will submit their argument to the arbitrator who makes a final binding decision.

(2) Selection of Arbitrator. We agreed on a 5+ member list of potential arbitrators with admin within 90 days of ratifying this CBA in 2018 (and wrote in the American Arbitration Association's selection procedure as a backup). Within 15 days of admin finding out we intend to go to arbitration, both sides meet to pick an arbitrator by removing names from this existing list (with a coin toss winner removing first) until one winner is left OR by mutually agreeing on someone not on the list. Arbitration will take place within 60 days of our picking the arbitrator.

(3) Authority of the Arbitrator.

(a) The arbitrator only can work with what's in this contract plus any evidence submitted by Step 2 and will rule as narrowly as possible on the precise issue(s) being grieved without adding anything not essential to their resolution.

(b) The arbitrator cannot overrule admin's decision on any matter that's up to their discretion and can only review discretionary actions to see if they violate the contract.

(c) If the arbitrator finds a violation they will recommend an action to admin; such actions might include financial compensation the GA was not getting (such as pay, insurance subsidy, fee waivers, etc.) but that's it--they can't award any other money to a graduate assistant.

(4) Arbitrability. Whether or not something can go to arbitration is separate from the issue(s) being grieved and will ideally be decided by a conference call hearing with a different arbitrator. If something is ruled as arbitrable then within 10 days the arbitrator selection for the actual grievance will proceed as above in 11.8 F 2.

(5) Conduct of Hearing.

(a) Arbitration will take place in Tallahassee unless both sides agree to move it. Arbitration will take place within 60 days of our picking the arbitrator. A decision will come within 45 days of the end of the hearing or written submission of briefs, whichever comes later (and extendable by both sides agreeing).

(b) Written decisions will provide factual findings as well as rationale behind contract interpretation(s) and any recommendations to admin. Proceedings will follow the American Arbitration Association's rules unless something in this contract says otherwise.

(6) Effect of decision. Arbitration is final and binding for everyone involved, although any side may appeal to an appropriate court following FS 682.20.

(7) Venue. Any appeal of an arbitration decision will take place in Leon County Court or another court on mutual agreement. If someone appeals first to Leon County Court it will stay there even if their permanent residence is elsewhere.

(8) Fees and Expenses. GAU and admin split the cost of arbitration, though we each pay our own preparation costs. We also split the cost of having a transcript made if someone wants that too, in which case a copy has to go to the other side too within 5 days of getting the original transcript.

(9) Retroactivity. An arbitrator has the right to make a retroactive award at the time of arbitration if appropriate but cannot go further back than 30 days before the date of a first filing of a request for facilitation [thus if there was a recurring pay issue the arbitrator cannot retroactively fix all of it unless you first filed within 30 days of its beginning].

11.9 Filings and Notification. Everything sent either direction as outlined in this article can go any reasonable way, with email a very logical option. Both sides should acknowledge receipt of materials within 3 business days of getting something. If any deadline falls on a weekend, holiday, or other day when the University is closed it can be met by 5:00 PM on the next business day.

11.10. The only binding precedents for future grievances will come from arbitration. A result from facilitation, Step 1, or Step 2 only becomes a precedent if GAU and admin agree to it in writing (and that is very unlikely to happen.)

11.11. Processing.

A. Whatever led you to grieve is allowed to keep happening until a resolution is reached through the grievance process. If your appointment is about to end, time limits might be shortened to get a grievance in before you're no longer employed by the university; no grievance will ever award you money when you're no longer an employee.

B. Nothing in this article gives anyone in admin the right to refuse to respond to a grievance (such a refusal is a violation of Florida labor law).

11.12. Reprisal. You are safe from reprisal during a grievance process, as are witnesses and GAU representatives. If an arbitrator rules that a case arose from reprisal, the burden of proof falls on admin to demonstrate there was no reprisal.

11.13. Records. All grievance documentation except for arbitration decisions or settlements lives in a different place than regular evaluation files for GAs or witnesses.

11.14. Inactive Grievances. If you/GAU doesn't do anything within 60 days of filing a Step 1 the grievance ends. If you/GAU doesn't do anything within 90 days of filing a Step 2 or Step 3 the grievance ends, with the decision from the last completed step standing.

11.15. Expedited Grievance Procedure for Conflict of Interest. Because issues of conflicts of interest need to be resolved extra quickly, there is a hyperspeed timeline for grievances where Article 7 is alleged to be violated.

A. If a potential outside activity (like a second job) has been ruled a conflict of interest and you disagree, AND you choose to file a grievance instead of using the alternative procedure given in Article 7.4C, that grievance will be heard within 7 days of filing a Step 1, with a decision coming within 7 days after that.

B. A Step 2 request for review of a Step 1 decision on such a grievance should come within 7 days of getting the Step 1 decision. A Step 2 meeting will be held within 7 days of getting the Step 2 form, with a decision coming within 7 days after that.

C. If such a grievance is headed to arbitration one has 14 days to request arbitration after getting the Step 2 decision. Both sides have 14 days to select an arbitrator. After the arbitration the arbitrator has 7 days to provide a less-formal memorandum of decision, followed by a written opinion and award within the usual 45 day timeline.

D. Both sides have picked a panel of three arbitrators to choose from for these expedited grievances.

E. Other than the accelerated timeline given here, Article 7 grievances follow all the other normal grievance rules.

ARTICLE 12

MATRICULATION FEE AND OUT-OF-STATE FEE WAIVER PROGRAM

This is about matriculation fees and out-of-state fee waivers. What this does is governs who gets these fees paid for and who doesn't, and how that money gets distributed, and in what order.

A "matriculation fee" is just another word for "tuition."

"Out-of-state" fees are extra tuition levied against any graduate assistant who doesn't have Florida residency.

NB: While most graduate assistants become Florida residents after their first year, international graduate assistants can NEVER gain residency as they are not US citizens. Therefore they will ALWAYS be charged this out-of-state fee for the duration of their time at FSU.

NB: Outside of tuition and out-of-state tuition, no other waivers are mentioned in this article--while some departments may cover them there is no current contractual guarantee for all graduate assistants.

12.1 Tuition Waivers. When you get your letter of appointment, saying how much time you're hired for and what your salary is going to be, this letter will also include how much a) matriculation fee waiver and b) out-of-state fee waiver, you're getting. FSU lets your departments fund your tuition either through their tuition budgets or through other allowable sources (this would include stuff like grants).

A. In-State Matriculation Fee Waivers. This section is about tuition waivers for the IN-state tuition rates. Tuition for students who are NOT Florida residents ("out-of-state") is much higher than students who ARE Florida residents ("in-state"). All graduate assistants who "qualify" MUST receive tuition waivers that cover the FULL cost of their required class hours as defined by their academic program.

"Qualify" = graduate assistant starts getting employed from at least the first day of classes through the last day of finals in a given semester for at least 0.25FTE (10 hours a week). If you are employed for a SHORTER time than this, you're not eligible for the tuition waiver regardless of your FTE.

B. Out of State Fee Waivers. This section has to do with the out-of-state higher tuition rates that any non-Florida resident graduate assistant has to pay.

(1) Any graduate assistant in the college of engineering who receives an out of state tuition waiver must have it paid for either by the department's budget or through a grant or similar source.

(2) If an academic unit [usually a department, though this could be the library system or something like that] has any waiver money available after providing in-state waivers to all qualifying GAs, it can give out-of-state waivers to GAs who need them, prioritizing the following groups:

- Out-of-state tuition waivers for teaching assistants;
- Out-of-state tuition waivers for research assistants on contracts and grants (aka, who are being funded externally, not by FSU);
- Out-of-state tuition waivers for international graduate assistants;
- Out-of-state tuition waivers for graduate assistants who don't meet any of the above categories (AKA, everyone else);

C. Both out-of-state tuition waivers and in-state tuition waivers are only for full-time degree-seeking graduate assistants.

D. FSU can drop your tuition waiver if you withdraw from FSU, drop below the required class credit hours to be considered "full time," or quit the job part of being a graduate assistant. Tuition waivers do not cover dropped classes. You have to pay fees for late-dropped classes.

E. All students who get funding from FSU (like these tuition waivers) have to follow the text of a resolution on accepting awards put out by the Council of Graduate Schools. This basically means that incoming GAs who have been offered funding can't withdraw their acceptance of that offer after April 15th without notifying the university that they're doing so.

F. In 2019, in order to end negotiations, FSU administration added a section to this article that said they would reopen this article for us in the 2020-2021 bargaining session. Since we are limited in how many articles we open every year based on Article 21.1 A, this could be helpful by letting us open up other articles while still bargaining on this one.

ARTICLE 13

BOARD RIGHTS

This article is about the rights the FSU “Board of Trustees” (“BOT”) retains, aka doesn’t give away just because they signed this contract with us.

13.1 The FSU-BOT keeps all the rights it had BEFORE it signed this contract, including the right to run FSU.

13.2 The ONLY limits on the FSU-BOT’s rights are the ones specified in this contract. The ONLY things we can grieve are stuff that’s outlined in this contract; nothing beyond its scope. And when grieving, you have to follow the rules and procedures in Article 11.

ARTICLE 14

GAU RIGHTS

In the converse to the previous article, outlining all the rights the BOT retains in spite of this contract, this article is about all the rights that GAU (Graduate Assistants United, your labor union) retains thanks to this contract.

14.1 University Facilities. We, the union, are allowed to use FSU rooms/buildings to meet in. We're allowed to use their projectors and computers and whatnot to give presentations on for our meetings. Basically whatever stuff FSU lets other FSU-affiliated organizations like glee club or whatever use for their club, they'll let us use for GAU.

“University-related organization” = student organizations, honor societies, faculty committees, &c.

14.2 Bulletin Boards. We're allowed to post stuff to “a reasonable number” of bulletin boards.

The specific boards are agreed to between the university and GAU. (In practice, we gave them a list and they said “Sure.”)

We can't post bulletins about public office elections (i.e., we can post stuff about GAU elections, but not state legislature elections, federal elections, &c.).

Have to include date of posting on our bulletins.

BOT/their representatives can then remove our bulletins 30 days after posting.

14.3 Office Space. FSU lets us have official offices on campus; specifically ones that the UFF-FSU faculty already are using.

14.4 Supplemental Appointments for Union Activities. This section has to do with the FSU-paid GAs that we hire every semester. Basically, FSU very generously funds a certain number of union-work hours for us to distribute to GAs as we see fit. This article outlines the specifics of that arrangement.

“Supplemental Appointment” = an appointment (i.e., job you're getting paid for at FSU) that is in ADDITION to your normal, main contract with FSU (presumably, your appointment with your department as a GA).

A. FSU gives us .75FTE, or 30 hours per week ever semester (Fall and Spring) of

paid work for the union to distribute as we see fit. This is paid at the minimum stipend rate outlined in article 23 of the contract. For summer they give us .25FTE, or 10 hours per week. When distributing these paid hours we can't give any single person LESS than 5 hours per week (.125FTE) or MORE than 10 hours per week (.25FTE). The work these GAs do for the union should be focused on representing other GAs and carrying out this contract. (there are also legal restrictions on this, but they're not part of the contract). These supplemental appointments are subjected to specific conditions, as follows:

(1) The GAs given supplemental appointments have to all be from different departments; you can't have 2 from the same department.

NB: Exceptions can be made to this; we just need to email HR and ask them for an exemption and say that we tried but we need these two people from the same department (See 14.4 E).

(2) You need to be a GA getting paid by FSU ALREADY before you can get one of these supplemental appointments. You can't have a TOTAL (including the supplemental appointment) of more than .625 FTE (25 hours).

(3) If you get a supplemental appointment you can't have it for more than 3 years in a row. If you get a supplemental appointment you can't be working a total of more than .5FTE (20 hours/week) for more than 3 semesters in a row.

(4) We, the GAU, have to give FSU a list of our supplemental appointment guys 3 weeks prior to the first day of classes every semester. List has to include how many hours/week we're giving each person. Everyone is appointed for 1 academic year. BUT, we can substitute in people in spring semester if we put it in writing and send it to FSU 4 weeks prior to the first day of classes for spring semester.

(5) If you have a supplemental appointment you have to remain a "student in good standing."

"Student in good standing" =

- A. Maintaining at least a 3.0 GPA;
- B. Completing the required credit hours (i.e., can't be getting U's on ungraded courses);
- C. Meeting your departmental academic milestones;
- D. Not getting suspended or expelled.

B. If we, GAU, don't turn in the supplemental appointments list by the deadlines, FSU doesn't have to pay them/hire them on. For spring semester, FSU can decide if they want to accept the substitutions if they're submitted late or not.

C. FSU pays the supplemental appointments according to the minimum stipend in article 23 of the contract. FSU can't make job decisions about you based on the fact that you're doing union work (i.e., non-reappointment, negative evaluations, &c.).

D. When you're doing supplemental work for GAU, you are not a representative of FSU. FSU isn't liable for any behavior/complaints/&c. against you if they happen when you're doing supplemental union work.

E. If GAU can't find enough candidates that AREN'T in different departments, we can apply for a one-semester exemption to the policy in 14.4 A (1) so that we can hire two people on supplemental appointments from the same department. FSU should usually grant this exemption, unless there's some problem with it like a conflict of interest or something.

ARTICLE 15

UNION DEDUCTIONS

This article has to do with how union dues are deducted, who is liable for what, &c.

15.1 Deductions. FSU and the GAU agree to the union deductions/dues from our members.

15.2 Procedure. How dues deductions work! FSU agrees to do the deductions from the pay of our members for us as long as this CBA exists, for the amount that we say dues are. We have to provide FSU in writing the amount that dues are. Members have to agree to paycheck deductions in a written check-off form. See Appendix B for an example of such a form. Dues will be deducted as follows:

A. Dues start getting deducted from your first FULL pay period. At least 7 days have to have passed since FSU received the member's check-off form authorizing them to deduct the dues. If GAU decides to change dues amounts or anything we have to tell FSU 45 days in advance.

B. FSU has to pass along the dues money from the members to GAU within 30 days after the end of the pay period. This effectively works out to every 2 weeks, since pay periods are every 2 weeks. When they give us the \$\$ FSU also has to give us a list of the members who paid dues and the amount.

C. If someone wants to end their membership to GAU, their dues deductions end within 30 days of FSU getting a written note from the GA to HR. FSU is supposed to tell us about these. If someone stops being a part of the bargaining unit (graduates, quits, changes jobs within FSU, &c.) their paychecks stop getting deducted as well. FSU does NOT have to tell us about these. If you're a member, getting dues deducted, and there's a break in your paychecks (like, for instance, during the summer semester, you have to take a leave without pay, &c.), your dues will CONTINUE to get deducted when you start getting paychecks again. Exception: If you're gone for MORE than 2 semesters in a row (fall and spring, summer and fall, &c.).

15.3 Indemnification. GAU is liable if someone gets mad about dues deductions and sues the university for deducting dues from their paychecks, or if HR messes up and deducts dues even if they're not supposed to, &c. GAU is responsible for refunding dues that are incorrectly taken from members--the money goes to FSU, not to the people who had incorrect deductions.

15.4 Exceptions. Things FSU will NOT deduct from GAs for us: fines, penalties, or special assessments (GAU's constitution has no provision for any of these anyway).

15.5 Termination of Agreement. If GAU is decertified (AKA, if we lose our union status), then FSU can immediately stop taking dues deductions from our members' paychecks. If PERC revokes GAU's ability to deduct dues from members, FSU will immediately stop taking dues deductions from our members' paychecks.

15.6 UFF-PAC Contributions. If a GA authorizes in writing for UFF-PAC deductions for their paycheck, then FSU will do that, post tax, uninterrupted until told to stop formally or the GA stops being a member/getting paychecks. Appendix F has a sample of what a written form to authorize the UFF-PAC deductions looks like. UFF-PAC is UFF's fund for donating to candidates for political office that UFF wants to help get elected. FSU will send UFF-PAC deductions every two weeks to the UFF state office, within 30 days of the end of the pay period. FSU will send along a list of all the GAs who signed up for this and the amounts taken from their paychecks.

HEALTH INSURANCE

This article governs all health insurance for the graduate assistants that is made available for them through their employer, AKA Florida State University. It includes what is guaranteed, what is available as an option, and then the amount of money FSU is willing to pay towards health insurance premiums for their GAs.

“Premiums” are just a fancy word for “what you pay up front for a health insurance policy.” This does not include “co-pays” or “out-of-pocket” expenses, which you may incur when getting health care. Premiums are instead the lump sum of money you (or your employer) pays to a health insurance company for the privilege of being covered by a policy.

“Premiums” can include “employer contributions” or “employee contributions”, and often has a mixture of both.

“Employer contributions” = how much FSU pays of YOUR health insurance policy to the health insurance company.

“Employee contributions” = how much YOU pay to your health insurance company for your policy.

16.1 Health Insurance Policy. Note the distinction between the “shall” and “highly desirable” here. These are particular legal terms. “Shall” means “this stuff will in fact actually be the case, we guarantee it.” “Highly desirable” means “we’ll try to make it happen, but you can’t sue us if it isn’t.” “Shall” things are health insurance. This means FSU guarantees there will be a health insurance policy for you that you can buy from FSU at all times. “Highly desirable” things are vision insurance, dental insurance, and dependent insurance. In other words, FSU will do its best to make sure those are available, but if they aren’t, too bad.

Another definitions interlude:

Many “health insurance” policies do NOT cover oral or ocular health. Vision and dental insurance are often therefore sold separately as add-ons, and aren’t always available through the same insurance company.

Vision insurance covers glasses, eyesight checks, those things, but also checks for glaucoma and other serious ocular conditions.

Dental insurance covers cleanings, fillings, all that, but also checks for serious conditions like oral cancer.

“Dependent coverage” is merely the same “health insurance” policy, but bought a second time for a “dependent.” Dependents can include children, spouses, and also adults who you might have legal guardianship over like siblings, parents, &c. “Dependent coverage” requires you buy 1 additional policy for every additional dependent.

16.2 Employer's Contribution to Health Insurance. The "Employer" is FSU; this section outlines what FSU is going to cover when it comes to your health insurance.

A. For this current academic year 2020-2021 (meaning starting in August and going through August; not starting in January), FSU will pay some part of the student health insurance premium (note "student": FSU students have a different plan from the faculty or staff). FSU will only pay part of the student insurance plan for students who are also employed by FSU on at least a 0.25FTE (10 hours a week) appointment for the fall and spring semesters. The student-employee cannot ALSO be enrolled in another state or University health insurance program. The plan the student-employee is on has to be the Student Health Insurance plan, and they have to CHOOSE to be on it.

Whatever amount FSU DOESN'T pay towards health insurance premiums on behalf of the student-employee, the student-employee is responsible for paying the rest. The student-employee will pay for the health insurance via payroll deductions on a pre-tax basis. This means

- a) It comes straight out of your paycheck;
- b) It comes out of your pay BEFORE that pay gets taxed (which is good; you want this because it makes the dollars go further).

You CAN choose to pay your health insurance in a different way but it's only under special circumstances and you would have to pay post-tax, probably. If you want to pay for your health insurance in one of these special ways, you have to apply for it within the first 90 days of whatever semester you're in. If you paid for an old, higher premium amount before this article went into effect, you'll get refunded the amount you're owed. The employer-contribution to health insurance is paid out in the form of a "subsidy" (this allows this payment to be pre-tax). What follows is the employer's portion of health insurance payments breakdown. This ONLY applies to the main health insurance that's guaranteed, NOT vision, dental, or dependent coverage:

Employer contributions are split into domestic & international students.

For domestic students:

- \$2,191/year for employees on at least a 0.5FTE (working at least 20 hours a week) and who will be having coverage for BOTH fall and spring semesters
- \$1,541/year for employees on at least a 0.25FTE (working at least 10 hours a week--but less than 20) and who will be having coverage for BOTH fall and spring semesters
- \$1,741/year for employees on at least a 0.25FTE (working at least 10 hours a week--but less than 20) for ONE semester, either fall or spring, but then on a 0.5FTE (working at least 20 hours a week) for the OTHER semester.

For international students:

- \$2,228/year for employees on at least a 0.5FTE (working at least 20 hours a week) and who will be having coverage for BOTH fall and spring semesters
- \$1,578/year for employees on at least a 0.25FTE (working at least 10 hours a

week--but less than 20) and who will be having coverage for BOTH fall and spring semesters

- \$1,778/year for employees on at least a 0.25FTE (working at least 10 hours a week--but less than 20) for ONE semester, either fall or spring, but then on a 0.5FTE (working at least 20 hours a week) for the OTHER semester.

B. FSU pays its portion of your health insurance costs to the insurance company directly. It then collects YOUR portion of the costs from your payroll and passes that along to the insurance company for you. FSU pays its portion 2x a year: once in Fall and once in Spring. The amount you're paying depends on your FTE (see section 16.2A), and it's the difference between what FSU pays and the cost of your plan. If the conditions below in 16.3B happen, the amount you pay is subject to change.

C. If for some reason federal tax law changes or gets interpreted differently in regards to the pre-tax benefit way that FSU provides us our health insurance subsidy, this Article immediately reopens and we have to bargain it.

16.3 There are some conditions under which the employer contribution (what FSU is paying) to your health insurance payments get reduced or discontinued:

A. If you are no longer employed by FSU;

B. If your job FTE gets reduced or adjusted. If you're normally above .5FTE and then drop below it, FSU is going to adjust their insurance payments accordingly (see 16.2B), and if you're normally above .25FTE and then drop below it, FSU will drop their contributions to your insurance payments entirely;

C. If you finish your degree program;

D. If you do not pay your portion of health insurance from the automatic payroll deduction.

16.4 Health Insurance Committee. There's a health insurance committee we can convene if we want to. The president of GAU will appoint 2 members to serve on the "University's Student Health Insurance Committee."

ARTICLE 17

MISCELLANEOUS PROVISIONS

Anything that doesn't fit anywhere else. Most notably, perhaps: this is the no-strike article.

17.1 No Strike or Lockout. FSU agrees to not bar us from working. We agree not to strike as a union. We also agree to make sure that groups of GAs (smaller than the size of the whole union) do not strike (in case you're wondering why GAU would agree to this, it's also against Florida labor laws for a public employee union like GAU to strike or encourage its members to strike and there are severe legal penalties).

17.2 Effect of Passage of Law. If there's a part of this contract that can't happen because it's illegal, but then legislation is passed and it does become legal, then whatever that part of the contract is will go into effect immediately, as soon as that law is passed or whatever.

17.3 Venue. If we're going to court against FSU to review an arbitrator's decision, we both (FSU and GAU) agree that our jurisdiction is Leon County, Florida. We both (FSU and GAU) agree not to move for a change of venue if we're fighting against each other in court, even if whoever the defendant is lives outside Leon County.

17.4 Copies of Agreement. FSU-BOT will post the CBA on its website somewhere. We can tell our members where to go look for it.

(It's here: <https://hr.fsu.edu/sections/employee-labor-relations/collective-bargaining>--click on "UFF Graduate Assistants United to see the current contract--and also on our website, fsugau.org)

17.5 Class Titles. If/When FSU makes up a whole new type of GA, it'll decide at that moment if that GA is in-unit or out-of-unit for the union (aka, are they covered by our CBA and can become union members, or nope?) and will tell us what they decided. If FSU changes a current GA job so that it's not in-unit or BECOMES in-unit, FSU will tell us. Within 10 days of FSU telling us, we can request a meeting with FSU about this. If we disagree with the new classification of the GA job, we can call in Florida PERC (Public Employees Relations Commission) to decide one way or another. An employee, not just GAU, could also request this review by the appropriate FSU office. This doesn't fall under Article 11, AKA, we can't grieve this.

ARTICLE 18

OTHER EMPLOYEE RIGHTS

Covers other employee rights not specified elsewhere in the contract. Stuff like work space, resources, safe and unsafe working conditions, &c.

18.1 Work Space. If FSU assigns you work that requires an on campus location (office hours, research, &c.) then they need to provide that space for you.

Exception: if your work assignment is the library or computer center. Then they do not have to provide you a workplace separate from the library or computer center.

If holding private meetings with students is part of your job, this space should be as private as possible so that you can have those meetings. If FSU is going to change your workspace on you, they will notify you, HOPEFULLY 1 month prior to the change, but that's not necessary. Work space must include: a desk, a chair, a computer, lights, and a secure space for storing student records (if you have student records to store).

A. Secure space to store student records = lockable drawers or lockable cabinets in desks. If FSU gives you this space, then your department is responsible for maintaining it. If there are keys to these secure spaces and those keys are lost or stolen, your department is responsible for getting you a new secure space.

B. Your department doesn't need to provide all of you with individual computers; it just needs to have a computer available to all, within a "reasonable" distance of your work space. FSU is responsible for making sure you can use your personal computer by providing outlets and wireless or ethernet internet access in/around your work space.

18.2 Mail. You can receive snail mail related to your job at your work. Your department is supposed to tell you where you can pick up this mail.

18.3 Safe Conditions. FSU will try to provide you with a safe work environment (as defined in Article 22). Within reason.

A. YOU are responsible for immediately reporting if there's an unsafe working condition around you. Report this to the "appropriate" administrators = your supervisor, the graduate coordinator, your department chair, your Dean, though this can include other people as well, this list isn't exhaustive. You can also report to FSU's safety officer. When you report these unsafe working environments, FSU is supposed to investigate "promptly." An appropriate administrator will report back to you what's going on. If you

reported this in writing in the first place, the response back will be in writing. If you're acting in "good faith", AKA, not using this as an excuse to get out of work but in fact are genuinely afraid for your safety, you can refuse to work.

B. If you want to report your department for failing to provide you safe working conditions, you can totally do that anonymously and confidentially. FSU has an anonymous reporting system, "Ethicspoint" that you can use, here:
<https://secure.ethicspoint.com/domain/media/en/gui/32441/index.html>

C. You can NOT be retaliated against for reporting or asking about unsafe working conditions or how to handle unsafe working conditions., as long as you were genuinely concerned for your safety/worried/unsure/&c.

18.4 Limitation on Personal Liability. This section explains what limits there are on employees (you) of FSU being sued while acting as employees.

A. If YOU get sued for doing something, something happening that involved you, or your failing to do/say something, you need to tell FSU President's office ASAP, as soon as you get that summons. If you don't notify FSU ASAP it might affect your rights or FSU's rights.

B. They're gonna just go ahead and quote the relevant part of the Florida Statutes (2015) below:

No employee of the state will be held personally responsible in lawsuits. You can't be sued as a defendant for something you did, failed to do, that happened near you, &c. while you were on-the-job for FSU.

Exception: if you were acting in bad faith, purposefully trying to hurt people/property, or were acting super recklessly and not caring about the safety or rights of people or property around you.

18.5 Access to Resources. If your work involves either teaching or research, you should be provided with "reasonable" access to labs, studios, computer centers, photocopy services, &c.--whatever stuff makes sense to use in connection with your job. "Reasonable" means look it might not be 24/7 access, you might have to rotate/schedule with other GAs, &c. But it should be enough access for you to get your job done.

It's blank, folks! Nothing to see here.

ARTICLE 20

SEVERABILITY

Describes the situations under which the CBA stops being in force, how much if it gets thrown out under what circumstances, &c. There's 4 "IF..."s to start out this conditional of when the contract stops being in force. IF part of the CBA...

- A. ...turns out to be unenforceable or invalid according to a judge, arbitrator, &c.;
- B. ...ends up being made invalid because of new laws getting passed;
- C. ...results in FSU or the state of Florida losing funds, properties, or services that they're getting from FEDERAL law;
- D. ...was supposed to take effect if a new law was passed/old law amended and that DIDN'T happen;

So if ANY of the previous 4 conditionals take place, THEN ...that part of the CBA doesn't go into force/has no effect. If that part of the CBA fails because A, B, or C in particular, then that automatically triggers negotiations to open up between GAU and FSU and we have to figure out how to replace it.

ARTICLE 21

AMENDMENT AND DURATION

This just says how long the CBA is good for, both “full book” and annual. Also says when we’re supposed to open bargaining every year.

21.1 Duration. This FULL CBA is good for 3 years, from when we negotiated it, ending the last day of summer term 2021. There are some exceptions:

A. We re-open PARTS of the contract for negotiations every year. This has to happen by March 1st. Article 23 and Article 16 (stipends & health insurance) automatically re-open every year. Each side (FSU and GAU) get to open 2 articles in ADDITION to 16 and 23 if they want to.

B. We’re supposed to open bargaining every year by March 1st. Full book starts again March 1st, 2021.

21.2 Amendments. If there are amendments to the CBA that we negotiate with FSU, we will put them in writing and they will become part of the CBA as soon as we both ratify them. Think stuff like MOUs and MOAs.

ARTICLE 22

DEFINITIONS

Literally just runs through a ton of definitions for terms that are used throughout this contract.

22.1 Academic Year = Fall + Spring semesters, about 39 weeks straight in a row, 19.5 pay periods (AKA, biweekly paycheck time periods).

Note: this is NOT the period from the first day of classes in Fall to the last day of classes in Spring. The 39-week academic year begins about 2.5 weeks *before* Fall classes and ends shortly after the final grading deadline in Spring.

22.2 “Bargaining Unit” = employees who are covered by the GAU contract according to Article 1.

22.3 Days = calendar days. This is in contrast to business days, which are weekdays, excludes holidays, &c. So when the contract says “days” it means “all the days, including weekends and holidays,” in contrast to when it just says “business days” which would be just non-holiday weekdays, &c.

22.4 “Employee” = specifically, the employees who are part of the GAU bargaining unit.

22.5 “Fiscal year” = July 1st -- June 30th of the following year.

22.6 “FTE” = Full Time Equivalent (40 hours/week).

22.7 “Graduate Assistant” = person employed within the bargaining unit, aka, person employed at FSU who falls under our contract.

22.8 “President” = in this contract, they’re talking about the President of FSU.

22.9 “Supervisor” = The person who is singled out as being directly in charge of you, administratively. The FSU President or representative of the President (ie, department chairs, deans...) determines who this person is. This may be different from your advisor, department chair, &c. because it’s an administrative definition.

22.10 “Titles and Headings” = The titles and headings of the articles in this contract are not technically part of the legally binding bits of the contract, and so you can’t take FSU to court over some supposed loophole in the definition of the title of one of the articles. They are purely aesthetic.

22.11 “UFF-FSU-GAU” = Designates us, your union! Specifically the United Faculty of Florida (our parent union that covers all the professors at state universities and colleges in the state of

Florida), Florida State University (our university), Graduate Assistants United (the standard name of all the graduate assistant unions).

22.12 “University” = specifically refers to Florida State University and anyone who is an official at FSU, represents FSU, or is an agent of FSU.

22.13 “University Board of Trustees” = Specifies the specific body of people set up as the Board of Trustees for FSU.

22.14 “Work Environment” = The physical place that FSU/your department offers you to work in (office, lab, &c.). ALSO applies to factors RELATING to place of employment, including but not limited to: required equipment or materials necessary for completion of the job (printers, computers, lab stuff, &c.), furniture FSU provides (desks, chairs), noise level, air quality, &c. Can include stuff outside these things! But definitely includes at least these things!

ARTICLE 23

STIPENDS

This article lays out minimum stipend amounts for the graduate assistants at FSU. It also includes things like raises, bonuses, dates for pay, some appointment length language (though the majority of that is governed by Article 2), and anything else related to how you get paid and how much.

23.1 Minimum Stipend. This section will lay out the minimum stipend. The “minimum stipend” is the minimum rate at which a graduate assistant can get paid for an academic year. However, in addition to having an academic year amount in the contract, it also breaks down into an hourly amount. Since not everyone is on academic year appointments, this hourly number can be used to calculate your stipend—but the hourly rate is SET by the “minimum stipend”, which presumes 780 hours of work/academic year (at 0.5FTE, or 20 hours a week, that’s 39 weeks).

A. Rates. Rates. Starting on August 7, 2020, any graduate assistant on a 0.5 FTE (that’s 20 work hours per week) academic year appointment is guaranteed the minimum stipend of \$15,600. An “academic year” appointment is 780 hours per year, or 39 weeks at 20 hours per week. This splits up into 19.5 weeks/semester (although sometimes spring semester is longer than fall semester, &c.). An “academic year” is Fall and Spring semesters ONLY—it does NOT include Summer but DOES include winter break. However, not everybody is on academic year appointments. Since the academic year begins a couple weeks before the first day of classes every semester, some departments choose to start paying their graduate assistants on the first day of classes, or a few days before, and not for the full academic year. Therefore these graduate assistants do NOT have to get paid at least the minimum stipend in WHOLE, but rather a “prorated” rate calculated using the minimum stipend. See 23.1 B for further explanation on prorating. Then, just kind of restating the above in another way, if the minimum stipend is \$15,600 at a 0.5FTE (20 hours per week) for an academic year, then if you’re appointed at 0.25FTE (10 hours per week) your minimum stipend for an academic year is half that, or \$7,800. This is also subject to that “prorating” thing—see next article, 23.1 B. What this all works out to at any hourly rate is \$20.00/hour. You get this by taking \$15,600 and dividing it by the amount of hours in an academic year at 0.5FTE, which is 780 (20 hours per week times 39.5 weeks in an academic year = 780).

B. Stipend rates can be “prorated” by how many hours per week you’re hired to work and/or how many weeks and days you’re hired for.

“Proration” = when you take some total amount of pay--say, \$15,600--and a rate of pay--say, \$20.00 an hour--and then add or subtract from the total amount of pay based on how much more or less you worked above or below the amount you were hired for.

At FSU, the minimum stipend is set for an “academic year” appointment. That’s presuming you’ll work 39 weeks over Fall and Spring semester at 20 hours per week. But let’s say your department only hires you for 35 weeks, because it doesn’t start your appointment until first day of classes (the 39 weeks of the academic year has a start date about two weeks BEFORE classes begin in both Fall and Spring). Then you’ll have to be “prorated” DOWN from \$15,600. At \$20 an hour and 20 hours a week, that would be \$1,600 LESS than the minimum stipend \$15,600, or \$14,000.

C. Competitive Pay Adjustment. This is a fancy word for raises or bonuses.

(1) For the financial year (just a technical thing) 2020-2021, each “eligible” (see 23.1 C (3)) graduate assistant who is at 0.5 FTE (20 hours per week) will get a one-off bonus of \$750 (less tax). Any “eligible” graduate assistant who is employed less than that, between 0.25 FTE (10 hours per week) to 0.49FTE (19.6 hours per week) will get a one-off bonus of \$375 (less tax). The bonuses start processing through payroll on November 27th, 2020 (there’s around a 3-4 week delay, so this didn’t hit until the 12/18 paycheck).

(2) If you’re on more than one appointment, you’ll get a bonus for each appointment according to the scaling laid out in 23.1C(1). BUT, the max you can get is the \$750 amount (so basically, if you’re somehow on 3 appointments at 0.25FTE each, tough luck, you’re only getting \$750, not \$1,125).

(3) Here’s where we get to what “eligible” means. To be “eligible” for this bonus, you have to a) be employed by FSU, b) be getting paid by FSU on the DAY of the bonus. In other words, if you’re on an appointment with FSU in the Fall semester but it ends before November 27th, AKA the “effective” date of the bonus, you don’t get the bonus. Luckily outside a very weird appointment period the vast majority of graduate assistants should be covered by this.

23.2 If you’re a graduate assistant on a contract or grant, you’re not covered specifically by all the stuff in 23.1, since that’s for graduate assistants on stipends--including the bonuses/pay raises. BUT, if you’re on a contract or grant you will get a pay raise equivalent to your peers, as long as a) your grant/contract allows this, and b) your grant/contract has the money for it. In addition, if your grant/contract wants to, they can totally give you a raise/bonus way HIGHER than the ones your peers are getting in 23.1. They just can’t break any laws or federal rules while doing it.

23.3 Initial Payment. Your first paycheck comes based on your “effective” date of appointment--basically about two weeks after you start your appointment. It’s also based on the payroll calendar, which is set by Human Resources and applies equally to everyone employed by FSU, not just graduate assistants (you can find this online at <https://controller.vpfa.fsu.edu/services/payroll/pay-period-calendars>). If your effective start date is within a certain pay period, then you’ll get paid for it on the next payroll date. BUT, that’s dependent upon your supervisor/department/&c. getting all your onboarding paperwork to HR on time. There are specific paperwork deadlines your department/supervisor should know.

23.4 Departmental Discretion to Provide Stipend Increases. Your department can pay you whatever they want HIGHER than the minimum stipend--the minimum stipend serves as a floor, not as a ceiling. Your department is also free to increase your stipend however much they want whenever they want.

A. If your department IS one of the ones giving raises or stipends higher than what’s in this contract, they need to have a policy written out in their departmental Graduate Handbook that specifies all the stuff that was just specified in this Article. Eligibility requirements, effective dates, all that.

B. If your department changes how much they’re paying their graduate assistants or any part of that payment policy in their handbook (eligibility, effective date, &c.), they need to tell Faculty Relations in the Office of Human Resources about what they’re doing. And they have to tell any graduate assistants affected by their new policy/new pay rate/whatever at LEAST a whole SEMESTER in advance.

C. If your department changes their payment amounts/policy/dates, any of that stuff, you can choose to have whatever policy was in place when you were ORIGINALLY hired. So if your department originally said your raise would go into effect the first week of the semester, but then they don’t apply your raise until the first week of classes (2 weeks later!), you can say you want to be covered by what they originally said.

ARTICLE 24

CONSULTATION

This is the article about meeting with FSU higher-ups. When we get to, who it is with, &c.

24.1 Consultation. This is particularly about the formal consultations we get with FSU higher-ups, such as our meetings with the President or the President's representatives.

A. When either GAU or FSU wants, they can request a meeting with the other side to discuss many things. Among these topics: Stuff the University does that affects the contract, putting the contract into place, or anything else both sides can agree to discuss. By default we can ask for a maximum of 1 consultation per fall semester and 1 per spring semester, unless both sides agree to meet more. Whichever side requests the consultation (standardly, GAU) has to provide the agenda at least 1 week in advance of the meeting.

B. The President of FSU has to come at least ONCE during either the spring or fall semester consultations (but not to both if he doesn't want to).

24.2 Contract Administration. There are also other meetings we can schedule with FSU, having to do with implementing specific parts of the contract. Both sides have to agree to meet, and can do this as much or as few times as necessary. If we ask to meet to discuss these things, FSU cannot deny us within reason.

24.3 We can absolutely use consultations and contract administration meetings to solve problems when it comes to the implementation of the contract, or how the contract is administered. BUT, we can NOT use these sessions to BARGAIN. So we have to work with what's already in the contract, not try to change it. Also if there's matters in the courts, like under litigation, we can't talk about that at these meetings (unless both sides agree, which would be very unlikely and unusual).

SIGNATURE PAGE

APPENDIX A

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APPENDIX B

DUES CHECK-OFF AUTHORIZATION FORM

UFF-FSU-GAU BARGAINING UNIT

The form contained within this appendix is an example of the form that every member has to fill out in order to allow FSU payroll to deduct their membership dues from their paychecks (mentioned first in Article 15). Note that this is an EXAMPLE form: the way we get the “dues deductions check-off” from members can vary, but it should hit the basic points this example form hits. In fact, our actual form varies from this example in order to comply with policy requirements from our parent union UFF. The first part of the form has to do with authorization. Specifically, the employee (soon to be union member) authorizes the FSU-BOT, through FSU’s payroll services, to deduct their union dues through their paychecks, and then hand those dues over to UFF. Starts with the first full pay period after signing up, has to have been at least 7 days since you filled out this authorization form. Due amounts are set by constitution and bylaws of UFF and the GAU told the FSU-BOT how much they are in writing.

Union dues payments aren’t tax deductible as a “charitable contribution.” AKA, unions aren’t charities as defined by law. The other ways you try and write these off on your taxes is up to you, man.

This authorization you just signed off on keeps going until one of two things: Either 1) you write to HR and say that you revoke it (but it’ll take up to 30 days for that revocation to kick in) or 2) you’re not employed in such a way to still be a member of the bargaining unit for MORE than two semesters in a row.

Date	Employee’s Signature
Employee ID NUMBER	Name-printed
Department	University
Effective date if later than above: _____	

These would be the bits of info we would want to collect on these forms.

Note that normally we don’t ask for EMPLID but instead FSU ID which is just the email address first half.

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APPENDIX C

GRIEVANCE

This is an example of a form that can be used for filing a "grievance" against the University on behalf of a GA or GAs.

These would be the bits of info we would want to collect on these forms:

I. GRIEVANT STEP I GRIEVANCE REPRESENTATIVE

If a GA is filing a grievance but also has some sort of consultant on this--someone from UFF, for instance, or an outside lawyer--then anything the University sends to the GA should also be sent to their representative (the lawyer, the UFF counsel, &c.).

Name: _____ Name: _____
University: _____ Mailing Address: _____
College: _____
Dept: _____
Office Phone: _____ Office Phone: _____

Fill these lines out if you have someone else like a representative you want to make sure all University communications sent to in addition to you, the GA:

II. GRIEVANCE

Here is where you list the specific Article and Section numbers of the CBA that you think have been violated, and therefore makes this a grievable offense:

Here is where you write what happened that was the violation of the contract. List dates, whatever information you've got:

Here list what would end the grievance; what action you'd like the University or whomever to take:

III. AUTHORIZATION

Here you check off and sign to confirm who will be representing the grievant in this case. These are the options for who you can select as the main party representing the grievant in the grievance case:

_____ UFF _____

_____ Legal Counsel _____

_____ Myself _____

WAIVER GOES HERE*****

You have to fill out what ___[DATE]___ you filed this grievance on, and ___[HOW]___ you filed it (certified mail, personal delivery, &c.).

Then the GA has to sign the whole thing to make it official!

The appropriate supervising head (sometimes Direct of Graduate Studies, sometimes not), has to acknowledge date received here:

This whole document initializes the "Step 1" process of grieving. When this "Step 1" process gets decided, the people below get a copy of the decision:

Grievant

Step 1 Representative

Faculty Supervisor

UFF Regional Office

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APPENDIX D

REQUEST FOR REVIEW OF STEP 1 DECISION

This Appendix contains a sample form to fill out after you have gone through the “Step 1” procedure for a grievance and now you want to request a review of that decision.

Fillable fields for both the grievant (GA) and their representative.

GRIEVANT

STEP 1 REPRESENTATIVE

Name: _____

Name: _____

University: _____

Mailing Address: _____

Office Address: _____

DATE OF STEP 1 DECISION:

List the date of the Step 1 Decision _____

You have to fill out what the Step 1 grievance was about, specifically what part of the CBA it violated:

This form is an official request to review the Step I decision (which you'll attach to this form), which was over the original grievance (which you'll also attach to this form). Then you fill out why you think the decision on the original grievance needs to be reviewed:

Here you fill out the date the Step 1 decision was made; _____

The name of the Dean of the Graduate School; _____

And HOW you filed the Step 1 grievance (by certified mail, by personal delivery, &c.)?

Dean of the Graduate school writes the date they receive this request for review form:

The GA signs here: _____

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APPENDIX E

NOTICE OF ARBITRATION

This form notifies the university that you/GAU want to escalate a grievance to the final step available in the contract: a hearing and determination by a neutral arbitrator.

In the first blank, fill in the date the Step 2 decision was issued: _____ If GAU is representing you, we have to consult with UFF, our statewide union, before proceeding to arbitration. If you are self-representing or being represented by a lawyer, you have to notify UFF that you're proceeding to arbitration. The date you/we forward the case to them goes in the second blank: _____

Here you write your name and the file number of your grievance. The file number can be found on the Step 2 decision:

NAME: _____

FILE NO: _____

Here you fill in your grievance issue(s), reformulated as questions that the arbitrator will give a yes/no answer to. In most cases, the arbitrator will *only* rule on the questions written here. If GAU is representing you, we will consult with UFF's specialists to frame your case as strongly as possible.

Example: "Did the University violate the collective bargaining agreement in grievant's Fall 2020 employment evaluation?"

The Dean of the Graduate School fills this part out with ____ [WHEN] ____ they received this form and ____ [HOW] ____ they received it (certified mail, personal delivery, &c.).

Here the Dean of the Graduate School writes the date they received this form:

The UFF representative that's supporting the GA signs here. If you are self-representing or being represented by a lawyer, the UFF representative signs here to acknowledge that you notified them that your case is going to arbitration:

Signing here authorizes GAU

_____?!?!?*****

The GA who filed this grievance in the first place signs here:

You're supposed to send this form to the Dean of the Graduate School at the listed address:

Dean of the Graduate School
314 Westcott Building
Florida State University
Tallahassee, Florida 32306-1470

APPENDIX F

UFF-PAC PAYROLL DEDUCTION AUTHORIZATION FORM

The form contained within this appendix is an example of the form that every member has to fill out if they want to allow FSU payroll to deduct from their paychecks money to go to UFF-PAC (mentioned first in Article 15). Note that this is an EXAMPLE form: the way we get the “UFF-PAC payroll deduction check-off” from members can vary, but it should hit the basic points this example form hits.

At the top of the form is the address for the UFF-PAC (Political Action Committee):

United Faculty of Florida - Political Action Committee
306 East Park Avenue
Tallahassee, FL 32301
850-224-8220

The information we might ask you for is including but not limited to:

University/College: _____ Department: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

This form is you authorizing FSU-BOT to deduct from your paychecks \$1 per pay period (so if you're paid biweekly, \$1 every two weeks; it's \$1 per paycheck, basically) and send it along to UFF. This money is for the UFF-PAC. Deductions start the first full biweekly pay period after you submit this authorization, and has to be at least 7 days since you submitted this in writing.

The way you can terminate the deductions to UFF-PAC is via writing into FSU and telling them to stop, or if you stop being a member of the bargaining unit (aka, change jobs, graduate, get fired, &c.).

At the end we of course include the most important part of this authorization: the signature of the GA who is agreeing to it and the date.

Member's Signature

Date