



The Plain-Language Project

Article 17



ARTICLE 17

MISCELLANEOUS PROVISIONS

17.1 No Strike or Lockout. The University agrees that there will be no lockout at the University during the term of this Agreement. UFF-FSU-GAU agrees that there will be no strike by itself or by any employees during the term of the Agreement.

17.2 Effect of Passage of Law. Any provision of this Agreement which is contrary to law, but becomes legal during the term of this Agreement, shall take immediate effect upon the enactment of such legislation.

17.3 Venue. For purposes of venue in any judicial review of an arbitrator's decision, the parties elect to submit themselves to the jurisdiction of the courts in Leon County, Florida. In an action commenced in Leon County, neither FSU nor UFF-FSU-GAU will move for a change of venue based upon the defendant's residence if in fact other than Leon County.

17.4 Copies of Agreement. The Board agrees to make the Agreement available in electronic format on its website. The Union may notify its membership of the web location.

17.5 Class Titles. Whenever the University creates a new class for graduate assistant or student employees, it shall designate such class as being either within or outside the bargaining unit and shall notify UFF-FSU-GAU. Further, if the University revises the specifications of an existing class in the graduate assistant series so that its bargaining unit designation is changed, it shall notify UFF-FSU-GAU of such new designation. Within ten (10) days following such notification, UFF-FSU-GAU may request a meeting for the purpose of discussing the designation. If, following such discussion, UFF-FSU-GAU disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings. An employee may request a review of the appropriateness of the employee's classification by the appropriate University office. The matter shall not be subject to Article 11, Grievance Procedure.

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

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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 or Passage of Law

17.2 Effect of Passage of Law. Any provision of this Agreement which is contrary to law, but becomes legal during the term of this Agreement, shall take immediate effect upon the enactment of such legislation.

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

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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

17.4 Copies of Agreement. The Board agrees to make the Agreement available in electronic format on its website. The Union may notify its membership of the web location.

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)

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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.

17.5 Class Titles (con't)

If, following such discussion, UFF-FSU-GAU disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings. An employee may request a review of the appropriateness of the employee's classification by the appropriate University office. The matter shall not be subject to Article 11, Grievance Procedure.

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.