
Collective Bargaining Agreement

Florida State University

and

United Faculty of Florida
Florida State University
Graduate Assistants United

2015-2018

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ARTICLE 1

RECOGNITION

1.1 Bargaining Unit. Pursuant to the certification of the Florida Public Employees Relations Commission, Certification No. 1693 dated June 1, 2009, certifying the United Faculty of Florida-Florida State University-Graduate Assistants United (UFF-FSU-GAU) as the exclusive representative, solely for the purpose of collective bargaining pursuant to Section 447.389, F.S. for all employees in the bargaining unit described in said certification, the University Board of Trustees has entered into this Agreement. The bargaining unit is described in the certification but, for convenience, may be described as employees in the following titles at Florida State University:

Graduate Research Assistant (9182),
Graduate Research Associate (9181),
Graduate Teaching Assistant (9184),
Graduate Teaching Associate (9183), and
Graduate Assistant (9185).

1.2 Exceptions. Nothing contained in this Agreement shall be construed to prevent Florida State University or its representatives from meeting with any individual or organization to hear views on any matter; provided, however, that any such matter which is a proper subject of collective bargaining and covered by a term of this Agreement, any changes or modification shall be made only through negotiations and agreement with UFF-FSU-GAU.

ARTICLE 2
APPOINTMENTS AND TERMINATIONS

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

- A. Date;
- B. Classification title and class code, including a general description of duties associated with that class code;
- C. Employment unit (e.g., department, college, institute, area, center, etc.);
- D. Length of appointment and a statement that no department or University representative may make a binding agreement to reappoint the employee for longer than the term of the contract. Research grants, advisor's promises, and departmental agreements are not binding;
- E. Conditions of employment, including but not limited to, any departmental policy prohibiting outside employment or additional employment, if applicable;
- F. Name of employment supervisor;
- G. A statement that the appointment is contingent upon the employee providing required documentation of employability;
- H. A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the regulations of the University, and this Agreement;
- I. Percent of full-time equivalent (FTE) assigned;
- J. Stipend amount based on appointment;
- K. A statement reading, "All graduate assistants at FSU work under a contract negotiated by United Faculty of Florida-Florida State University-Graduate Assistants United (UFF-FSU-GAU) and Florida State University. UFF-FSU-GAU is the labor union certified as the exclusive bargaining agent for graduate assistants at FSU. For more information about UFF-FSU-GAU, visit <http://www.fsugau.org> or email info@fsugau.org."
- L. An estimate of current tuition and fees per semester;

- M. In-state matriculation waiver and out-of-state fee waiver, if any;
- N. A statement that health insurance coverage is mandatory;
- O. A statement that FSU sponsored health insurance is available and a statement of the costs associated with such a policy.

2.2 Length of Appointment. Appointments may not exceed one (1) calendar year. Programs shall not use appointment dates to avoid granting benefits to eligible graduate assistants, including stipends, tuition waivers, or health insurance subsidies. If a department has a legitimate need to start an appointment after the first day of classes or end the appointment before the last day of finals, the department shall notify the Graduate School. In cases where advanced preparation is required by the employee before the first date of classes, programs shall establish the start date of the appointment to provide a reasonable length of time to accomplish this work.

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

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

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

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

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

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

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

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

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

2.4 Changes to and terminations of appointment.

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

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

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

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

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

ARTICLE 3

EMPLOYMENT PERFORMANCE EVALUATION

3.1 Policy. The job performance of each employee, whose term of appointment is one (1) semester or longer, shall be evaluated in writing at least once during each such appointment. The employment evaluation shall include evaluation of assigned duties and such other responsibilities as are appropriate to the assignment. Personnel decisions shall take such employment evaluations into account, provided that personnel decisions need not be based solely on written employment performance evaluations. While no standard form shall be required of any department for use in evaluating employees, all departments are required, at minimum, to evaluate the employee using the criteria established in Article 3.4; each department is free to include additional criteria at its discretion. The University shall maintain a form to facilitate such evaluation, which any department may, but is not required, to use.

3.2 Procedures. The employment evaluation shall be discussed with the employee, at which time any deficiencies shall be specifically noted, including suggestions for improvement. A reasonable schedule shall be given to address the necessary improvements. Such evaluation shall be placed in the employee's file. The employment evaluation shall be signed by the person who performed the evaluation and shall be shown to the employee, who shall be given the opportunity to sign it. A copy of the employment evaluation shall be given to the employee. The employee may attach a concise written comment to the evaluation within 10 days of receipt, which shall be placed in the employee's file. Written student comments or evaluations need not be signed to be used for evaluation purposes.

3.3 Observations and Visitations. Observations or visitations for the purpose of evaluating employee performance may be either announced or unannounced.

A. Following an observation or visitation, the employee shall have an opportunity to meet and discuss the observation or visitation with the observer, within two (2) weeks if practicable. The University and UFF-FSU-GAU agree that it is beneficial for the employee and the observer to meet as soon as possible after the observation.

B. A concise written comment by the observer regarding the observation or visitation shall be made, unless by mutual agreement the employee and observer agree that no written comment will be made. If a written comment by the observer regarding the observation is prepared, it shall be placed in the file. A copy of such comment shall be given to the employee no later than two (2) weeks following the observation, if practicable. Such comment shall not be grievable; however, the employee shall have the right to respond in writing and shall have such response attached.

3.4 Criteria. Performance evaluations pursuant to Article 3.1 shall be based upon assigned duties, and shall consider the nature of the assignment, in terms where applicable, of:

A. Teaching effectiveness, including effectiveness in presenting knowledge,

information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, and direct consultation with students. The evaluation shall include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students' critical thinking and/or creative abilities, and adherence to accepted standards of professional behavior in meeting responsibilities to students.

B. Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. The evaluation shall include consideration of the employee's productivity, including the quality and quantity of what has been done during the year, and of the employee's research and other creative programs and contributions; and recognition by the academic or professional community of what is done.

3.5 Follow-up Evaluation. If an employee's initial evaluation is less than satisfactory and a timeline for improvement is established pursuant to Article 3.2, the employee shall receive a follow-up evaluation at the conclusion of the established timeline for improvement. The follow-up evaluation shall include a written comment on the improvement in the employee's performance, or the failure to improve performance. The evaluation may also include an observation or visitation pursuant to Article 3.3. The evaluation shall be reviewed with the employee and then placed in the employee's file.

ARTICLE 4

GRADUATE ASSISTANT FILE

4.1 Policy. All written materials used to evaluate employee performance will be maintained in one (1) file, which may also contain additional materials including, but not limited to, admission and academic records. These records will be kept within the graduate assistant's department.

4.2 Access. An employee may examine his or her file upon reasonable advance notice, during the regular business hours of the office in which the file is kept, normally within the same business day as the employee requests to see it and under such conditions as are necessary to insure its integrity and safekeeping. Upon request, an employee may paginate with successive whole numbers the materials in the file, and may attach a concise statement in response to any item therein. Upon request, an employee is entitled to one (1) free copy of any material in the file. Additional copies may be obtained by the employee upon payment of a reasonable fee for photocopying. A person designated by the employee may examine that employee's evaluation file with the written authorization of the employee concerned and subject to the same limitations on access that are applicable to the employee.

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

4.4 Use of Evaluative Material. In the event a grievance proceeds to arbitration, the University, UFF-FSU-GAU, the arbitrator, and the grievant shall have the right to use copies of materials from the grievant's file relevant thereto in the arbitration proceedings.

4.5 Anonymous Material. No anonymous material regarding a graduate assistant's employment shall be placed in the file.

4.6 Materials in Evaluation File. Evaluative materials or summaries thereof, prepared as part of a regular employee evaluation system, may be placed in an employee evaluation file after a copy has been presented to the employee for signature. The employee's signature does not necessarily indicate agreement with the contents of the document. The employee may append a written statement to the evaluation expressing their interpretation of the evaluation.

4.7 Removal of Contents. Materials shown to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the employee evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance. The parties to this Agreement acknowledge the requirements of the public records law and nothing contained herein shall authorize any action contrary to law. The union encourages employees to collect information from their own file and make it available for viewing to their representative if necessary, so the

University and its staff are not unduly burdened with compliance.

4.8 Only University officials with a business need may inspect information reflecting evaluations of employee performance in accordance with applicable law.

ARTICLE 5

ACADEMIC FREEDOM

5.1 Florida State University affirms the principles of academic freedom and responsibility, which are rooted in a conception of the University as a community of scholars united in the pursuit of truth and wisdom in an atmosphere of tolerance and freedom.

5.2 Academic Freedom, within the context of the curriculum required by the University, is the freedom to discuss all relevant matters in the classroom, to explore all avenues of scholarship, research, and creative expression; to speak freely on all matters of university governance, and to speak, write, or act as an individual, all without institutional discipline or restraint.

5.3 Academic Responsibility implies the honest performance of academic duties and obligations, the commitment to support the responsible exercise of freedom by others, and the candor to make it clear that the individual, while he or she may be freely identified as an employee of the University, is not speaking as a representative of the University in matters of public interest.

5.4 On the part of the Administration, Academic Responsibility implies a commitment to actively foster within the University a climate favorable to responsible exercise of freedom.

ARTICLE 6

WORKLOAD

6.1 Assignment of Responsibilities.

A. No employee shall be assigned employment responsibilities during a semester that exceed an average of ten (10) hours per week for 0.25 FTE or twenty (20) hours per week for 0.50 FTE. The same proportional relationship applies to all other FTEs. Workloads greater than 0.50 FTE are inconsistent with the expectation that a graduate assistant is pursuing a full time course of study. Under special or occasional circumstances (e.g., during the summer term) a graduate assistant may carry a greater FTE assignment (not to exceed 0.75 FTE). All FSU work appointments are considered part of this cumulative load limitation. On-going cumulative workloads greater than 0.50 FTE should be scrutinized critically for financial impacts and any negative impact on a student's academic progress.

B. For the purposes of determining whether an assignment can reasonably be accomplished within the time limitations described herein, research and other activities that lead directly to an employee's thesis, dissertation, or other degree requirements need not be counted as part of the assigned workload. Activities that shall contribute to this time limitation shall include all duties assigned by the department in relation to an appointment. All employee work assignments must be consistent with the classification title and class code of the graduate assistant and related to the employee's degree program.

C. Due to the Fair Labor Standards Act exempt status of the nature of the employment, the demands of work will fluctuate, and hours worked each week may vary.

D. For graduate teaching assistants assigned as the instructor of record, the employing department shall take into consideration factors related to the teaching assignment, including but not limited to, class size, credit hours, and previous experience as an instructor of record, when determining teaching assignments. Teaching assignments may include "other duties as assigned" that are relevant and consistent with the overall duties and responsibilities of the assignment. Assignments shall be communicated to the employee prior to the start of the appointment period, or as soon as practicable, subject to the conditions specified in Article 2.

6.2 Clarification of FTE Calculation. Upon request by an employee, a department shall provide a description of its expectations for FTE and ensure the FTE calculation complies with 6.1 (A).

A. If an employee believes the assignment of responsibilities and FTE calculation does not comply with 6.1 (A), the employee may request, in writing, a review of the work assignment from the employment supervisor. The employment supervisor shall review

the employee's workload to determine whether the expectations are appropriate. The supervisor shall report the determination, in writing, to the employee.

B. This process shall not prohibit the employee from accessing the grievance process pursuant to Article 11 in the event that the employee believes such an action is reasonable, provided the steps outlined in Section 6.2(A) are followed first.

6.3 Review of Workload Expectations. Departments shall regularly review the assigned workloads of their graduate assistants and assess whether factors under their control, such as course size and other issues of concern like those detailed in Section 6.1(D), should be revised in order to provide reasonable work expectations of their graduate assistants.

ARTICLE 7

OUTSIDE EMPLOYMENT OR ACTIVITY / ADDITIONAL EMPLOYMENT / CONFLICT OF INTEREST

7.1 Policy.

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

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

C. Any outside employment, additional employment, or other activities that interfere with an employee's obligation to the University or that constitute a conflict of interest are prohibited. No employee who engages in outside employment or other activity shall claim to be an official University representative in connection with outside employment or other activity. No employee may use University personnel, equipment, or facilities in connection with the outside employment or activity without prior approval by the President or designee. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.

7.2 Terms.

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

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

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

7.3 Permissibility of Outside Employment or Activity and Additional Employment.

A. Except for those circumstances outlined in Section 7.3(B), departments shall

permit outside activity or employment to the extent that such activity or employment does not constitute a conflict of interest, as defined in Section 7.2 (B).

B. Departments or individual programs may institute a policy that restricts outside employment or activity for graduate assistants, but such policies shall not apply to graduate assistants with a stipend less than \$7,750 per semester. Further, departments or individual programs that employ such a policy must submit a rationale and justification to the Academic Dean and the Dean of the Graduate School for approval. Approval shall only be granted for such requests if the department can clearly articulate a compelling reason why its interests in limiting outside employment or activity outweigh the interests of its graduate assistants to engage in outside employment or activity. If approved, the policy and its rationale must be clearly posted on the department's website and be included in all letters of admission and appointment and sent to UFF-FSU-GAU.

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

7.4 Report of Outside Employment or Activity and Additional Employment.

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

B. The report shall include, where applicable, the name of the employer or other recipient of services; the funding source; the location where such activity shall be performed; the days and hours involved; and the nature and extent of the activity.

C. As an alternative to the expedited grievance process outlined in Article 11.15, in the event the proposed outside activity, outside employment, or additional employment is determined to constitute a conflict of interest, the employee may seek the written opinion of the UFF-FSU-GAU President or designee, within five (5) days. Within ten days (10) of the original decision, the employee may seek a review in writing by the University Review Committee on Outside Activities and Conflict of Interest, or a subcommittee of at least three members thereof, for an advisory opinion, unless the Committee has been consulted previously on this matter. The written opinion of the UFF-FSU-GAU President or designee shall be considered by the Committee. The Committee shall render its opinion in writing within seven (7) days of receipt of the graduate assistant's request. If the Committee concludes that the outside activity should have been approved, it shall

consult with the approving authority to seek resolution on the matter. Should satisfactory resolution not be attained, the Committee may recommend to the Dean of the Graduate School that the activity be approved. The employee may continue the outside or additional employment in question, until such time as the Dean of the Graduate School deems that the employment is not permissible.

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

A. When any direct supervisory or evaluative role exists, a consensual sexual relationship between a student and a graduate assistant is a conflict of interest.

B. Any situation of direct supervision or evaluation will be ended immediately when a consensual sexual relationship between a student and a graduate assistant exists, where there is also a supervisory or evaluative relationship.

C. Any such relationship must be disclosed to the graduate assistant's supervisor immediately.

D. Direct supervision includes any type of evaluative role.

ARTICLE 8

UNLAWFUL DISCRIMINATION

8.1 Policy. Neither the University nor UFF-FSU -GAU shall discriminate against any employee based upon race, creed, color, sex, religion, national origin, age, disability, veterans' or marital status, consistent with federal and state law, nor shall the parties discriminate based upon sexual orientation, gender identity, gender expression, any other protected group status, or membership or non-membership in a union. The University agrees that personnel decisions, including reappointment, promotion, evaluation, and disciplining of an employee, shall be based solely on job-related criteria and performance.

A. Sexual harassment is a form of prohibited sex discrimination which is prohibited both by law and University policy. In *Meritor Savings Bank v. Vinson*, 106 S. Ct. 2399 (1986), the United States Supreme Court defined sexual harassment (29 CFR 1604.11a) in the employment context as including the following:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

B. To promote an environment at the University which is free from unlawful discrimination and harassment, graduate assistants are encouraged to report immediately any concerns regarding discrimination or sexual harassment. Graduate assistants acting in a supervisory capacity (including supervisors of laboratories) or teaching capacity are required to report allegations from their students or those they supervise regarding discrimination, including sexual harassment, to appropriate administrators. Appropriate administrators include, but are not limited to, the employee's immediate supervisor, graduate coordinator, department chair, or Dean, or administrators in the University's Office of Equal Opportunity and Compliance (EOC) or Human Resources Department.

C. Claims of discrimination, including sexual harassment, must be processed with the University EOC office rather than through the Article 11 grievance process. Employees who file a complaint with EOC will be notified of their right to file a complaint with outside agencies. More information may be located at the EOC website.

ARTICLE 9

COPYRIGHTS AND PATENTS

9.1 Statement. The parties recognize the obligations under federal law, state law, and University policies and procedures pertaining to copyrights and patents as delineated in the 2008 Faculty Handbook: Section 6, Policies and Procedures; Patents and University Sponsored Educational Materials.

ARTICLE 10

LEAVES OF ABSENCE AND OTHER LEAVE

10.1 An employee may be excused from assigned duties without penalty or financial recompense when:

A. Disabled or otherwise unable to perform because of injury, illness, religious holiday, jury duty, required U.S. military service, or when unable to so perform because the employee's presence is required elsewhere because of injury, illness, or death in the immediate family. Immediate family member, for these purposes, means spouse, grandparents, parents, brothers, sisters, children and grandchildren of both the employee and the employee's spouse. The employee shall notify the supervisor of the inability to serve as soon as possible.

B. Taking examinations for professional licensing related to the degree or qualifying examinations as required by the University.

C. Traveling to conferences or other events for professional development. FSU-BOT and the UFF-FSU-GAU encourage supervisors to facilitate professional development and approval of attendance at such events shall not be unreasonably denied.

D. The University is closed, unless special conditions of the appointment require the employee to perform duties at these times.

E. The University may request verification from a physician for an illness lasting longer than three (3) days.

10.2 Leave:

A. Graduate assistants shall be entitled to up to six (6) weeks of continuous unpaid leave during any 12-month period for any of the following reasons:

(1) the birth of a child and in order to care for that child within six (6) months of birth;

(2) the placement of a child with a graduate assistant for adoption or foster care and to care for the newly placed child within six (6) months of placement;

(3) the care of a spouse, parent, or child who has a serious health condition;

(4) for a qualifying exigency arising out of the fact that a spouse, parent, or child has been called to active duty; or

(5) a serious health condition of the employee, which renders the employee

unable to perform the essential functions of the employee's job.

B. The graduate assistant shall provide the university written notice not less than thirty (30) days prior to the date of requested leave, if practicable. In the case of an emergency, the graduate assistant must provide verbal notice within twenty-four (24) hours of taking leave, if practicable. In the case of a serious health condition, the University may request verification from a physician for an illness lasting longer than three (3) days. The University may also require the employee to see a medical provider of the University's choice and at the University's expense.

C. The graduate assistant is entitled to return to the same or similar position at the conclusion of the leave, provided that the graduate assistant's employment contract has not expired.

D. The University shall continue the payment of the tuition waiver and health insurance subsidy in accordance with Article 12 and Article 16 of this agreement, respectively, while the graduate assistant is on leave.

E. If the University implements a domestic partner benefits policy, the University agrees that the care of a domestic partner will be included in the leave outlined in this article.

ARTICLE 11

GRIEVANCE PROCEDURE AND ARBITRATION

11.1 Policy/Informal Resolution. The purpose of this article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method of resolving the grievances of graduate assistants as defined herein. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this article, and encourage open communication between administrators and graduate assistants so that resorting to the formal grievance procedure will not normally be necessary. The University and UFF-FSU-GAU further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution including the use of mediation.

11.2 Resort to Other Procedures. It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure and arbitration process. Except as noted below, if prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, a graduate assistant requests, in writing, resolution of the matter in any other forum, whether administrative or judicial, the Board or the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. § 2000e et seq. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.

11.3 Definitions and Forms. As used herein:

A. The term "grievance" shall mean a dispute concerning the interpretation or application of a specific term or provision of this Agreement, filed pursuant to this Article, and subject to those exclusions appearing in other Articles of this Agreement.

B. The term "grievant" shall mean: (1) a graduate assistant or group of graduate assistants who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the graduate assistant(s), or (2) the UFF-FSU-GAU. A grievance filed by UFF-FSU-GAU may be initiated at Step 2. The parties may agree to consolidate grievances of a similar nature to expedite the review process.

C. Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in writing on the appropriate form attached to this Agreement as Appendix "C", "D", or "E", respectively, and shall be signed by the grievant. All grievance forms shall be dated when the grievance is received. If there is difficulty in

meeting any time limit, the UFF-FSU-GAU representative may sign such documents for the grievant; however, the grievant's signature shall be provided prior to the Step 1 meeting or Step 2 meeting if filed directly at Step 2. The aforementioned grievance forms, as well as Appendix "H", may be filed by means of fax, United States mail, or any other recognized means of delivery.

11.4 Burden of Proof. In all grievances except disciplinary grievances and any other exceptions stated elsewhere in this Agreement, the burden of proof shall be on the graduate assistant. In disciplinary grievances, the burden of proof shall be on the Board.

11.5 Representation. UFF-FSU-GAU shall have the exclusive right to represent any employee in grievances filed hereunder, unless a graduate assistant elects self-representation or to be represented by legal counsel. If an employee elects not to be represented by UFF-FSU-GAU, the University shall promptly inform UFF-FSU-GAU in writing of the grievance. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement and for this purpose UFF-FSU-GAU shall have the right to have an observer present at all meetings called for the purpose of discussing such grievance. The UFF-FSU-GAU Grievance Chair or representative shall be informed of the dates and times of any such meetings at the same time as the other parties. The UFF-FSU-GAU Grievance Chair shall be sent copies of all decisions at the same time they are sent to the other parties.

11.6 Grievance Representatives. UFF-FSU-GAU shall furnish annually to the University a list of all persons authorized to act as grievance representatives and shall update the list as needed. The UFF-FSU-GAU grievance representative(s) shall have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to their assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right, during times outside of the hours scheduled for these activities, to investigate, consult, and prepare grievance presentations and attend grievance meetings. Should any hearings or meetings with the University or its representatives necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

11.7 Appearances.

A. When an employee participates during working hours in arbitration proceedings or in a grievance meeting between the grievant or representative and the University's representatives, that employee's compensation shall neither be reduced nor increased for time spent in those activities.

B. Prior to participation in any such proceedings, conferences, or meetings, the employee shall make arrangements acceptable to the appropriate supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside regular working hours shall not be counted as time worked.

11.8 Formal Grievance Procedure

A. Facilitation. Consistent with the policy of informal resolution set forth in Section 11.1 of this Article, no grievance shall be considered ripe for filing at Step 1 absent submission of a request for facilitation. A request for facilitation shall be filed within thirty (30) days of the date the graduate assistant learned of the alleged act or omission giving rise to the dispute (or the most recent in a series of alleged acts or omissions giving rise to the dispute). All requests for facilitation shall be in writing by the affected graduate assistant(s) or the UFF-FSU-GAU, as appropriate, and submitted to the Director of Faculty Relations or the Director's designee. Such requests shall contain a general description of the potential dispute, including dates, times, and locations, along with copies of relevant documentation. Upon receipt of a request for facilitation, the Director of Faculty Relations and the UFF-FSU-GAU shall engage in a process of facilitation for a period of thirty (30) days, which may be modified by the parties' mutual agreement, in an effort to produce an informal resolution of the potential dispute. In matters designated in the request for facilitation as time-sensitive, the facilitation period shall be fifteen (15) days. Such fifteen (15) day facilitation period may be modified by the parties' mutual agreement in writing. All resolutions shall be reduced to writing, but shall be without precedent or prejudice to the parties.

B. Filing.

(1) Within fifteen (15) days from the conclusion of a facilitation period that failed to produce an informal resolution, the grievant shall be entitled to file a Step 1 grievance with the appropriate Unit Head, defined for the purpose of this Article as the appropriate college's Director of Graduate Studies, or comparable-level administrator, as appropriate. The grievant may amend the Appendix "C" form up to and including Step 2 of the grievance procedure so long as the factual basis of the complaint is not materially altered.

(2) The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures that may otherwise be available to address such matters. This grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits that are provided exclusively by this Agreement. Only those acts or omissions and sections of the Agreement identified at the filing of Step 2 may be considered at Step 2 and Step 3.

C. Time Limits. All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the University and the UFF-FSU-GAU. Upon failure of the Board to provide a decision within the time limits provided in this Article, the grievant or the UFF-FSU-GAU, where appropriate, may appeal to the next step. Upon the failure of the grievant or the UFF-FSU-GAU, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be

deemed to have been resolved by the decision at the prior step or to be withdrawn, if no decision was reached in the prior step. Time limits are suspended for the Winter Holidays from December 15th through January 15th.

D. Step 1.

(1) Meeting. The Step 1 Hearing Officer or the Officer's representative and the grievant and the grievant's representative shall meet at a mutually convenient time within fifteen (15) days following receipt of the grievance. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF-FSU-GAU representative or the grievant's legal counsel (if selected pursuant to Section 11.5), and the Unit Head or representative, shall discuss the grievance.

(2) Decision. The Step 1 Hearing Officer or representative shall issue a written decision, stating the reasons therefore, to grievant's Step 1 representative within fifteen (15) days following the conclusion of the meeting. Fifteen (15) days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Step 1 representative has not received the written decision by the end of the twentieth (20th) day following the conclusion of the Step 1 meeting. A copy of the decision shall be sent to the grievant and to the local UFF-FSU-GAU grievance representative if the grievant elected self-representation or representation by legal counsel.

(3) Documents. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of any identifiable documents relevant to the grievance.

(4) Step 1 Meeting Waiver. The Step 1 meeting may be waived by mutual written agreement between the Board and the UFF-FSU-GAU.

E. Step 2.

(1) Review. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the Dean of the Graduate School or the Dean's representative within fifteen (15) days following receipt of the Step 1 decision by the grievant's Step 1 representative. Fifteen (15) days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark.

(2) Meeting. The Dean of the Graduate School or representative and the grievant and the grievant's representative shall meet at a mutually convenient date

and time not later than fifteen (15) days following receipt of written notice of request for a Step 2 review. At the Step 2 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF-FSU-GAU representative or the grievant's legal counsel (if selected pursuant to Section 11.5), and the Provost or representative, shall discuss the grievance.

(3) Decision. The Dean of the Graduate School or the Dean's representative shall issue a written decision, stating the reasons therefore, to grievant's Step 2 representative within fifteen (15) days following the conclusion of the review meeting. Fifteen (15) days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. In the absence of an agreement to extend the period for issuing the Step 2 decision, the UFF-FSU-GAU may proceed to Step 3 (arbitration) if the grievant's Step 2 representative has not received the written decision by the end of the twentieth (20th) day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to the UFF_FSU-GAU if the grievant elected self-representation or representation by legal counsel.

(4) Documents. The decision shall not refer to any documents other than those presented by the grievant and the Dean of the Graduate School or representative at or prior to the Step 2 meeting, except by mutual written agreement of the grievant and the Dean of the Graduate School or representative. Documents referred to in the decision and any additional documents presented by the grievant at or prior to the Step 2 meeting shall be attached to the decision unless such documents are public and readily available, together with a list of these documents.

F. Step 3 Arbitration.

(1) Filing. If the grievance has not been satisfactorily resolved at Step 2, UFF-FSU-GAU may proceed to arbitration by filing a written notice of intent to do so. Notice of intent to proceed to arbitration must be filed with the President or representative within fifteen (15) days after receipt of the Step 2 decision by the grievant's Step 2 representative and shall be signed by the grievant and the state UFF representative. Fifteen (15) days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. The grievance may be withdrawn at any time by the grievant or by the state UFF representative at any point during Step 3. The parties shall make good faith efforts to stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall each submit a proposed statement of the issue(s) to the arbitrator, who will determine the issue(s) to be resolved.

(2) Selection of Arbitrator. Representatives of the University and UFF-FSU-GAU shall meet within ninety (90) days after the execution of this

Agreement for the purpose of selecting an Arbitration Panel of no less than five (5) members. Within fifteen (15) days after receipt of a notice of intent to arbitrate, representatives of the University and UFF-FSU-GAU shall meet for the purpose of selecting an arbitrator from the Panel. Selection shall be by mutual agreement or by alternately striking names from the Arbitration Panel list until one (1) name remains. The winner of a coin toss shall be the first to strike a name from the list. If the parties are unable to agree on a panel of arbitrators, they shall follow the normal American Arbitration Association procedure for the selection of an arbitrator. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel. The arbitration shall be held within sixty (60) days following the selection of the arbitrator.

(3) Authority of the Arbitrator.

(a) The arbitrator shall neither add to, subtract from, modify, nor alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.

(b) Where an administrator has made a judgment involving the exercise of discretion, the arbitrator shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement.

(c) If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action that the arbitrator shall specify. An arbitrator may award back pay if the arbitrator determines that the employee is not receiving the appropriate compensation from the University, and any other payments to which a graduate assistant is entitled by the provisions of this Agreement, but the arbitrator may not award other monetary damages or penalties.

(4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of Section 11.8(f)(2).

(5) Conduct of Hearing.

(a) The arbitrator shall hold the hearing in Tallahassee, unless otherwise agreed by the parties. The hearing shall commence within sixty

(60) days of the arbitrator's acceptance of selection and the arbitrator shall issue the decision within forty-five (45) days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties.

(b) The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

(6) Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the University, UFF-FSU-GAU, and the grievant, provided that either party may appeal such award to an appropriate court of law pursuant to Section 682.20, Florida Statutes.

(7) Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this agreement, the parties agree that such an appeal shall be filed in the courts in Leon County, Florida, unless both parties specifically agree otherwise in a particular instance. In an action commenced in Leon County, neither the Board nor the GAU will move for a change of venue based upon the defendant's residence in fact if other than Leon County.

(8) Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one (1) week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an original transcript and one (1) copy for the party originally requesting a transcript of the proceedings. The requesting party shall, at its expense, photocopy the copy of the transcript received from the reporter and deliver the photocopy to the other party within five (5) days after receiving the copy of the transcript from the reporter.

(9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article.

11.9 Filings and Notification. All documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail, or any other recognized delivery service. If a grievant or grievant's representative chooses to file by e-mail, the Office of Human Resources will acknowledge receipt within three (3) business days. Similarly, the grievant or the grievant's representative will acknowledge receipt of communication from the

University within three (3) business days. In the event that any obligation to file or issue a decision falls due on a Saturday, Sunday, University holiday, or any day on which the University is closed, the filing of the grievance or the decision will be considered timely if it is accomplished by 5:00 P.M. on the following business day.

11.10 Precedent. No complaint informally resolved, or grievance resolved at either Step 1 or 2, shall constitute a precedent for any purpose unless agreed to in writing by the Board of Trustees or representative and UFF-FSU-GAU acting through its president or representative.

11.11 Processing.

A. The filing or pendency of any grievance, or of arbitration proceedings, under this Article shall not operate to impede, preclude, or delay the University from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or failure to reappoint. In no event shall any employee, as a result of a pending grievance, receive compensation following cessation of employment.

B. Nothing herein shall be construed to authorize the Unit Head, the President, the Provost, or their representatives to refuse to respond to a grievance filed under this Article.

11.12 Reprisal. No reprisal of any kind will be made by the University or the UFF-FSU-GAU or their representatives against any grievant, any witness, any UFF-FSU-GAU representative, or any other participant in the grievance procedure by reason of such participation. In a grievance where the arbitrator has established that the grievant has made a prima facie case of reprisal, the burden of proof shall be on the Board to demonstrate that there was no reprisal.

11.13 Records. All written materials pertinent to a grievance shall be filed separately from the evaluation file of the grievant or witnesses, except decisions resulting from arbitration or settlement.

11.14 Inactive Grievances. A grievance which has been filed at Step 1 and on which no action has been taken by the grievant or the UFF-FSU-GAU for sixty (60) days shall be deemed withdrawn. A grievance which has been filed at Step 2 or Step 3 and on which no action has been taken by the grievant or the UFF-FSU-GAU for ninety (90) days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.

11.15 Expedited Grievance Procedure for Conflict of Interest (Section 7).

A. A grievance alleging a violation of Article 7 shall be heard at Step 1 by the President or representative no more than seven (7) days after it has been filed. The President or representative shall issue a Step 1 decision no more than 7 days after the Step 1 meeting.

- B. A request for review of the Step 1 decision shall be filed using Appendix “D”, no more than seven (7) days following the receipt of the Step 1 decision. The Step 2 meeting shall be held no more than 7 days after the receipt of Appendix “D”, and the Step 2 decision shall be issued no more than 7 days after the meeting.

- C. A request for arbitration using Appendix “E” shall be filed within fourteen (14) days after receipt of the Step 2 decision. An arbitrator shall be selected by the parties no more than fourteen (14) days following the receipt of the Appendix “E”. The arbitrator shall issue a memorandum of decision within 7 days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with Section 11.8(f)(5).

- D. The parties shall establish a panel of three (3) experienced arbitrators to hear a grievance filed in accordance with this Section. 26

- E. All other provisions of Article 11 shall apply to these grievances, except as noted above.

ARTICLE 12

MATRICULATION FEE AND OUT-OF-STATE FEE WAIVER PROGRAM

12.1 Tuition Waivers. The letter of appointment should stipulate the matriculation fee waiver and out-of state fee waiver award accompanying employment as a graduate assistant in accordance with university policy as outlined in the Graduate Student Waiver Management Manual. It is Florida State University's policy that matriculation fee waivers (in-state waivers) must be funded either through the waiver allocation or an allowable alternative source.

A. In-state matriculation fee waivers: Providing matriculation fee waivers to all qualifying graduate assistants for the full-time enrollment hours required by the program is **mandatory**. To qualify for an in-state matriculation fee waiver, a graduate assistant must be employed from at least the first day of classes through the last day of finals in a given semester for at least a 0.25 FTE. Shorter appointments, even if for a larger FTE, are not eligible. Appointments cannot be added retroactively.

B. Out-of-state fee waivers:

1. College of Engineering: The out-of-state fee for the fall and spring semesters must be covered with a waiver from the university allocation or through a direct charge to a grant or other allowable account.

2. All colleges other than the College of Engineering: Taking into consideration the available waiver budget of each academic unit, out-of-state fee waivers for the full-time enrollment hours required by the program shall be given according to the following established priorities:

- Out-of-state waivers for teaching assistants
- Out-of-state waivers for research assistants on contracts and grants
- Out-of-state waivers for graduate assistants not appointed as teaching assistants or as research assistants on contracts and grants

C. Out-of-state and matriculation fee waivers are reserved for full-time degree seeking graduate assistants.

D. Waivers will be canceled if the student withdraws from the University, drops below the required academic load, or terminates the assistantship. Waivers will not cover any dropped classes. The student will be responsible for any fees assessed.

E. All students receiving funding from the University will be held to the stipulations put forward by the Council of Graduate School's resolution regarding accepting awards.

ARTICLE 13

BOARD RIGHTS

13.1 Reservation of Rights. The Florida State University Board of Trustees retains and reserves to itself all rights, powers, and authority vested in it, whether exercised or not, including but not limited to the right to plan, manage, and control the University and in all respects carry out the ordinary and customary functions of management.

13.2 Limitations. All such rights, powers, and authority are retained by the FSU-BOT subject only to those limitations expressed in this Agreement. Only violations of such limitations shall be subject to Article 11, Grievance Procedure.

ARTICLE 14

GAU RIGHTS

14.1 University Facilities. UFF-FSU-GAU shall have the right to use University facilities for meetings and all other services on the same basis as they are generally available to other University-related organizations. University-related organizations are defined as follows:

University-related Groups and Organizations. Those groups and organizations may or may not receive budgetary support. Examples of such groups include: student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, career service staff council, direct support organizations, the United Faculty of Florida, etc.

14.2 Bulletin Boards. UFF-FSU-GAU may post bulletins and notices relevant to its position as the collective bargaining representative of the employees on a reasonable number of existing bulletin boards. Specific locations shall be mutually selected by the FSU-BOT or its representatives and the UFF-FSU-GAU. Materials placed on designated bulletin boards may not be used for election campaigns for public office or for exclusive representation campaigns. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the Board or its representatives after having been posted for a period of thirty (30) days.

14.3 Office Space. UFF-FSU-GAU shall share an office with the UFF faculty unit and may use conference space on campus.

14.4 Supplemental Appointments for Union Activities.

A. The University agrees to provide 0.50 FTE per semester in the Fall and Spring and 0.25 FTE in the Summer term. The GAU shall use the allocated FTE for supplemental appointments with a minimum FTE of 0.125 FTE and a maximum of 0.25 FTE, per semester during the year to employees designated by UFF-FSU-GAU for the purpose of carrying out UFF-FSU-GAU's obligations in representing employees and administering this Agreement. UFF-FSU-GAU may designate employees to receive these supplemental appointments subject to the following conditions:

(1) No more than one employee per department may be granted a supplemental appointment at any one time.

(2) The award of supplemental appointments shall be granted in addition to the graduate assistant's assigned duties. The award of a supplemental appointment shall not push the graduate assistant's workload beyond 0.625 FTE.

(3) An employee shall not be granted a supplemental appointment for more than three (3) consecutive years and must not hold an appointment(s) exceeding

0.50 FTE for more than three (3) consecutive semesters.

(4) UFF-FSU-GAU shall provide the University with a list of requested designees at least four (4) weeks prior to the first day of classes for the semester. The list will indicate each employee's requested FTE for the supplemental appointment. Upon approval of the designees by the University, the designees shall serve for one (1) academic year. Substitutions for the Spring semester may be made upon written notification submitted by UFF-FSU-GAU to the University no later than four (4) weeks prior to the first day of classes for the Spring semester.

(5) Employees on supplemental appointments must remain students in good standing at the University during their supplemental appointment.

B. Upon the failure of UFF-FSU-GAU to provide a list of designees by the specified deadlines, the University may refuse to honor any of the supplemental appointment requests which were submitted late. Substitutions submitted after the deadlines in Article 14.4(A)(4) shall be allowed at the discretion of the University.

C. Employees on supplemental appointments will be compensated for their supplemental appointment at a rate, or prorated amount, corresponding to the minimum stipend amount. Their union activities shall not be evaluated nor taken into consideration by the University in making personnel decisions.

D. Employees on supplemental appointments shall retain all rights and responsibilities as employees, but shall not be considered representatives or agents of the University for any activities undertaken on behalf of UFF-FSU-GAU. UFF-FSU-GAU agrees to hold the University harmless for any claims arising from such activities, including the cost of defending against such claims.

E. In the event that suitable candidates meeting the conditions established in Section 14.4(A)(1) cannot be found, UFF-FSU-GAU may petition the University in writing for an exemption to these conditions for one semester. So long as no conflict of interest or other compelling reason for refusal exists, the University shall grant such an exemption.

ARTICLE 15

UNION DEDUCTIONS

15.1 Deductions. Pursuant to the provisions of Section 447.303, Florida Statutes, the Florida State University Board of Trustees (FSU-BOT) and the United Faculty of Florida-Florida State University Graduate Assistants United (UFF-FSU-GAU) hereby agree to the deduction and remittance of UFF-FSU-GAU membership dues and uniform assessments.

15.2 Procedure. During the term of this Agreement, the FSU-BOT agrees to deduct UFF-FSU-GAU membership dues and uniform assessments, if any, in an amount established by UFF-FSU-GAU and certified in writing by UFF-FSU-GAU to the University, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written check-off authorization form. A sample form is contained in Appendix B to this Agreement. Membership dues shall be deducted as follows:

A. Commencement of Deduction. Deductions will be made beginning with the first full pay period commencing at least seven (7) full days following receipt by the University of check-off authorization. UFF-FSU-GAU shall give written notice to the University of any changes in its dues or uniform assessments at least forty-five (45) days prior to the effective date of any such change.

B. Remittance. The dues and uniform assessments deducted, if any, shall be remitted by the University to UFF-FSU-GAU within thirty (30) days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted.

C. Termination of Deduction. The University's responsibility for deducting dues and uniform assessments, if any, from an employee's salary shall terminate automatically upon either (1) thirty (30) days written notice from the employee to the University Human Resources office revoking that employee's prior check-off authorization, or (2) the discontinuance of the authorizing employee's status within the bargaining unit. The University shall notify UFF-FSU-GAU of all terminations of deduction prior to their effective date. Employees who have valid dues check-off authorizations filed with the University, whose dues check-off is discontinued because of a leave without pay or movement to a non-profit position, shall have their dues check-off resumed upon return to pay status within the bargaining unit, provided the absence from the unit is not longer than two (2) consecutive semesters (i.e., Fall-Spring, Spring-Summer, or Summer-Fall).

15.3 Indemnification. UFF-FSU-GAU assumes responsibility for: (1) all claims against the FSU-BOT and the University, including the cost of defending such actions, arising from their compliance with this Article, and for (2) all monies deducted under this Article and remitted to UFF-FSU-GAU. UFF-FSU-GAU shall promptly refund to the University excess monies received under this Article.

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

15.5 Termination of Agreement. The FSU-BOT's responsibilities under this Article shall terminate automatically upon: (1) decertification of UFF-FSU-GAU or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of UFF-FSU-GAU's check-off privilege by the Florida Public Employees Relations Commission.

15.6 UFF-PAC Contributions. The FSU-BOT shall deduct, biweekly and without unauthorized interruption (provided the bargaining member has funds available), a post-tax deduction code for UFF-PAC contributions in the amount provided by the UFF from the pay of those members in the bargaining unit who individually and voluntarily make such requests on a written UFF-PAC authorization form such as that contained in Appendix F to this Agreement.

The FSU-BOT shall remit UFF-PAC deductions to the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted.

ARTICLE 16

HEALTH INSURANCE

16.1 Health Insurance Policy. The parties agree that accessible and affordable health insurance for all graduate assistants is highly desirable in order to attract high quality graduate students to the University.

16.2 Employer's Contribution to Health Insurance.

A. For the 2016-2017 academic year, the University will pay \$1662/year of the student health insurance premium for individual coverage of those employees on at least a 0.50 FTE appointment for the fall and spring semesters who are not enrolled in any other state or University health insurance program and who elect coverage under the Student Health Insurance Plan. The University will pay \$1012/year of the student health insurance premium for individual coverage of those employees on at least a 0.25 FTE appointment for the fall and spring semesters who are not enrolled in any other state or University health insurance program and who elect coverage under the Student Health Insurance Plan. The University will pay \$1212/year of the student health insurance premium for individual coverage of those employees on at least a 0.25 FTE for either the fall or spring semesters and on a 0.50 FTE appointment for the other semester who are not enrolled in any other state or University health insurance program and who elect coverage under the Student Health Insurance Plan. The employee is responsible for payment of the remainder of the insurance premium for coverage selected by the employee, which will be collected via payroll deduction on a pre-tax basis. Payroll deduction is the method for employees to pay for their portion of the health insurance premium. Only under limited circumstances will exceptions be made allowing for a payment to occur outside of the payroll deduction process, and, in such cases, applicable taxes will apply. Any such exceptions will not be made after 90 days beyond the start of the subsequent semester. Employees who elected to pay for their premium, in whole or in part, prior to ratification of this article shall be refunded by Student Financial Services so that they may be eligible for the subsidy.

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

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

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

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

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

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 18

OTHER EMPLOYEE RIGHTS

18.1 Work Space. If the University requires that the assigned duties of an employee be performed in a specific on-campus location, other than the computer center or the library, the University shall provide space for such assignment. If practicable, space shall be provided where private consultations with employees' students may be held, if such consultations are required by the graduate assistant's assignment. Before an employee's work space location is changed, or before there is a substantial alteration to an employee's work space to a degree that impedes the employee's work effectiveness, the affected employee shall be notified, if practicable, at least one (1) month prior to such change. Work space must include a desk, a chair, a computer, adequate lighting, and a secure space for storing student records, if applicable.

A. Such secure space, including lockable drawers or cabinets included in desks, must be maintained by the department, insofar as these secure spaces are required by the graduate assistant's assignment. In the event that departmental issued keys to the secure space are lost or stolen, the department is responsible for providing the employee with an alternative secure space.

B. An employee shall be considered to be provided with a computer so long as the department maintains an accessible computer(s), and other technology resources needed to complete the employee's work assignment, that is/are located within reasonable distance of the employee's assigned workspace. Departments shall also provide resources to the employee for use of one's personal computer including, but not limited to, power outlets in working condition and wireless or Ethernet internet access within a reasonable distance of the employee's assigned workspace.

18.2 Mail. Employees shall be entitled to receive employment-related mail at their work location. Each employee shall be notified of a location where such mail may be picked up.

18.3 Safe Conditions. The University shall make every reasonable effort to provide employees a safe working environment.

A. Employees are responsible for immediately reporting situations involving unsafe working conditions to appropriate administrators. Appropriate administrators include, but are not limited to, the employee's immediate supervisor, graduate coordinator, department chair, or Dean. The employee may also report the condition to the University's safety officer. Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate administrator will reply to the employee. Where the employee's report was in writing, the response shall be in writing. An employee acting in good faith may refuse to accept an assignment when the employee has reasonable grounds to believe an unsafe or unhealthy working condition exists in the work area

which poses an immediate and serious threat to the employee's physical well-being.

B. In the event the employee desires to make an anonymous report of a department's failure to provide safe working conditions, the employee may make a confidential report utilizing the University's anonymous reporting system, Ethicspoint, at the below web address:

<https://secure.ethicspoint.com/domain/media/en/gui/32441/index.html>

C. No employee shall be subjected to retaliatory action for reporting or inquiring in good faith about potential breaches of FSU safety policies, or seeking guidance on how to handle suspected breaches.

18.4 Limitation on Personal Liability.

A. In the event an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee should notify the President's office as soon as possible after receipt of the summons commencing the action in order that the University may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.

B. For informational purposes, the following pertinent language of Section 768.28(9)(a), Florida Statutes (2015), is reproduced herein:

No officer, employee, or agent of the state or any of its subdivisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety, or property.

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

ARTICLE 19

TOTALITY OF AGREEMENT

19.1 Limitation. The parties acknowledge that during the negotiations which resulted in this Agreement, UFF-FSU-GAU had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

19.2 No Obligation to Bargain. Therefore, the University and UFF-FSU-GAU, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

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

ARTICLE 20

SEVERABILITY

In the event that any provision of this Agreement is (a) found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or (b) rendered invalid by reason of subsequently enacted legislation, or (c) shall have the effect of a loss to the State of Florida or to the University of funds, property, or services made available through federal law, or (d) pursuant to Section 447.309(3), Florida Statutes, can take effect only upon the amendment of a law, rule or regulation and the governmental body having such amendatory powers fails to take appropriate legislative action, then that provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and effect. If a provision of this Agreement fails for reason (a), (b), or (c) above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 21

AMENDMENT AND DURATION

21.1 Duration. The agreement shall become effective upon ratification by both parties and remain in effect through the end of the summer term 2018, with the following exceptions:

A. Re-opener negotiations shall begin upon the request by either party no later than March 1 of each contract year. Subjects for such renegotiations shall be Stipends (Article 23), Health Insurance (Article 16) and, in addition, each party may choose two (2) additional articles.

B. Negotiations for a successor agreement shall begin upon request by either party but no later than March 1, 2018.

21.2 Amendments. In the event the University and UFF-FSU-GAU negotiate a mutually acceptable amendment, it shall be put in writing and become part of this Agreement upon ratification by both parties.

ARTICLE 22

DEFINITIONS

22.1 Academic year – means a period consisting of a Fall and Spring semester of approximately thirty-nine (39) contiguous weeks or 19.5 pay periods.

22.2 Bargaining unit – means those employees, collectively, represented for collective bargaining purposes by UFF-FSU-GAU pursuant to the certification of the Florida Public Employees Relations Commission.

22.3 Days – means calendar days.

22.4 Employee – means a member of the bargaining unit.

22.5 Fiscal Year – means July 1 to June 30.

22.6 FTE – means Full Time Equivalent.

22.7 Graduate assistant- means a person employed in the bargaining unit.

22.8 President – means the President of Florida State University.

22.9 Supervisor – means the individual identified by the President or representative as having immediate administrative authority over bargaining unit employees.

22.10 Titles and headings – the title of Articles and headings which precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.

22.11 UFF-FSU-GAU – means United Faculty of Florida- Florida State University-Graduate Assistants United.

22.12 University – means Florida State University and its officials, representatives, and agents.

22.13 University Board of Trustees – means the body established by Section 1001.71, Florida Statutes.

ARTICLE 23

STIPENDS

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

A. Each nine-month (9) employee on a 0.50 FTE appointment shall be guaranteed a minimum stipend of \$12,000.

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

C. Competitive Pay Adjustment.

(1) For Fiscal Year 2016-2017, each eligible graduate assistant will receive a two percent (2%) increase in pay, to be no less than five hundred and twenty-five dollars (\$525), effective September 23, 2016.

(2) Graduate assistants must be employed by the University in active payroll status and have an appointment with a minimum of 0.25 FTE on the effective date of the pay increase in order to be eligible.

(3) In the event a graduate assistant has multiple appointments, the graduate assistant will only receive the pay adjustment on one appointment as long as that appointment meets the minimum 0.25 FTE.

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

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

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

ARTICLE 24

CONSULTATION

24.1 Consultation.

A. Upon request of either party, the President or the President's designee shall meet with UFF-FSU-GAU representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment unique to the University, or any other mutually agreeable matters. Such meetings shall occur no more than once (1) per Fall semester and once (1) per Spring semester unless the parties agree to meet more frequently. The party requesting consultation shall submit a written list of agenda items in advance of the meeting to the other party.

B. The President or the Provost shall attend at least one (1) such meeting in either the Fall or Spring semesters.

24.2 Special Consultation. UFF-FSU-GAU may request a special consultation with the Dean of the Graduate School to discuss enforcement of specific provisions of this Agreement or issues related to the administration of the Agreement. Such requests for special consultation shall not be unreasonably denied.

24.3 The parties understand and agree that such meetings held pursuant to Sections 24.1 or 24.2 may be used to resolve problems regarding the implementation and administration of the Agreement. However, such meetings shall not constitute or be used for the purpose of collective bargaining, unless the University and UFF-FSU-GAU agree otherwise.

IN WITNESS THEREOF, the parties have set their signatures this _____ day of _____, 2015.

**FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES**

**UNITED FACULTY OF FLORIDA
FLORIDA STATE UNIVERSITY
GRADUATE ASSISTANTS UNITED**

John Thrasher, President
Florida State University

Matt Dauphin, President
Graduate Assistants United

Rebecca Peterson, Co-Chief Negotiator

Kimberly Tate Anderson, Chief Negotiator

Michael Mattimore, Co-Chief Negotiator

APPENDIX A

VACANT

FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
UNITED FACULTY OF FLORIDA- FLORIDA STATE UNIVERSITY-/GRADUATE
ASSISTANTS UNITED

APPENDIX C

GRIEVANCE

I. <u>GRIEVANT</u>	<u>STEP I GRIEVANCE REPRESENTATIVE</u>
Name: _____	Name: _____
University: _____	Mailing Address: _____
College: _____	
DEPT: _____	_____
Office Phone: _____	Office Phone: _____

If grievant is represented by UFF or legal counsel, all University communications should go to the grievant's representative as well as the grievant.

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

II. GRIEVANCE

Provisions of Agreement allegedly violated (specify Articles and Sections):

Statement of grievance (must include date of acts or omissions complained of):

Remedy Sought:

III. AUTHORIZATION

I will be represented in this grievance by: (check one - representative must sign on appropriate line):

_____ UFF _____
_____ Legal Counsel _____
_____ Myself _____

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

This grievance was filed with the Unit Head/Unit Director of Graduate Studies on _____, by (check one) mail (certified or registered; restricted delivery; return receipt requested) _____; personal delivery _____.

Signature of Grievant
(Grievant must sign if grievance is to be processed.)

Date received by the Unit Head/Unit Director of Graduate Studies: _____

Copies of the Step 1 Decision shall be sent to:

Grievant
Step 1 Representative
Faculty Supervisor
UFF Regional Office

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

APPENDIX D

REQUEST FOR REVIEW OF STEP 1 DECISION

GRIEVANT

STEP 1 REPRESENTATIVE

Name: _____

Name: _____

University: _____

Mailing Address:

Office Address:

DATE OF STEP 1 DECISION:

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

I hereby request that the Dean of the Graduate School or representative review the attached decision made in connection with the attached grievance because:

Grievant received decision on _____, and filed this request for review with the Dean of the Graduate School _____, by (check one): mail (certified or registered; restricted delivery; return receipt requested) _____; personal delivery _____.

Date of receipt by Dean of the Graduate School: _____

Signature of Grievant

APPENDIX E

NOTICE OF ARBITRATION

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the decision of the Dean of the Graduate School dated _____ and received by the UFF State Office on _____ in this grievance of:

NAME: _____

FILE NO: _____

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

This notice was filed with the Dean of the Graduate School on _____ by (check one):
_____ Mail (certified or registered, restricted delivery, return receipt requested); _____
Personal delivery; _____ Other (specify) _____.

Date of receipt by Dean of the Graduate School:

Signature of UFF Representative

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the Board of Trustees or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

Signature of Grievant

This notice should be sent to:
Dean of the Graduate School
314 Westcott Building
Florida State University
Tallahassee, Florida 32306-1470

APPENDIX F

UFF-PAC PAYROLL DEDUCTION AUTHORIZATION FORM

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

Please Print

University/College _____ Dept.: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

UFF-PAC Payroll Deduction (For State University Employees)

I authorize the FSU-BOT, through the University, to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven full days from the date this authorization is received by the University, contributions to the UFF-Political Action Committee in the amount of \$1.00 per pay period, and I direct that the sum so deducted be paid over to the UFF.

The above deduction authorization shall continue until either revoked by me through written notice to my University personnel office or my transfer out of this bargaining unit.

Member's Signature

Date