FSU-BOT and UFF-FSU-GAU
Collective Bargaining 2017-2018 Supplemental Agreement
Summation

Term of Current Collective Bargaining Agreement:

July 1, 2015 – June 30, 2018

Term of Supplemental Agreement:

July 1, 2017 – June 30, 2018

Composition of Bargaining Committee:

- Management Bargaining Committee
  
  Rebecca Peterson, Co-Chief Negotiator  
  Michael Mattimore, Co-Chief Negotiator  
  Renisha Gibbs, Associate Vice President for Human Resources  
  Judith Devine, Senior Associate Dean, The Graduate School  
  Lynn Hogan, Director, Critical Thinking Initiatives  
  Lisa Scoles, Associate General Counsel  
  Danni Staats, HR Specialist, Faculty Relations  
  Adam Donaldson, HR Representative, Faculty Relations

- UFF-FSU-GAU Committee
  
  Clancy McGilligan, Chief Negotiator for the GAU  
  Adela Ghadimi, President of the GAU  
  Jen Adams, Executive Vice President of the GAU  
  Mat Wenzel, GAU Vice President of Membership  
  Cameron Foltz, GAU Secretary  
  Ryan Learn, GAU Treasurer  
  Sam Berthelette, GAU Political Action Chair  
  Ben Serber, GAU Grievance Officer  
  Michelle Gershon, GAU Diversity Chair  
  Jeanette Lehn, GAU University Action Chair  
  Theodora Naqvi, GAU Membership Organizer  
  Tom Wazlavek, UFF Representative
Recent Events:

On August 18, 2017, parties tentatively agreed on the 2017-2018 Supplemental Agreement. Notification that the Supplemental Agreement was ratified by UFF-FSU-GAU members was received on September 22, 2017.

Supplemental Changes to the UFF-FSU-GAU Collective Bargaining Agreement:

Article 10, Leaves of Absence and Other Leave: Under Section 10.2 A, the amount of unpaid leave graduate assistants are entitled to use for specified reasons, such as major illness and family leave, was increased from 6 to 8 weeks during any 12-month period.

Article 16, Health Insurance: The Health Insurance subsidies remained status quo at last year’s amounts of $1662 per year for 0.50 FTE for fall and spring semesters; $1012 per year for 0.25 FTE for fall and spring semesters; $1212 per year for mix of 0.50 FTE in one semester and 0.25 FTE in the other semester. However, a clause was inserted, (Section 16.2A(1)) in which the University agreed to increase current aforementioned subsidy coverage by $82 for domestic students and $95 for international students.

Article 23, Stipends: The minimum stipend for 0.50 FTE academic year appointments was increased from $12,000 (prorated to $15.38 an hour) to $14,000 (prorated to $17.94 an hour), effective 10/20/17 (reflected in November 10th paycheck). In addition, all graduate assistants will receive a 2% increase in pay, effective 10/6/17 (reflected in 10/27/17 paycheck). A clause was also added in Section 23.4, requiring any department that gives additional increases to have a written policy specifying details of such increases.

Article 24, Consultation: Language in Section 24.1B was edited to indicated that the President will now attend one consultation with GAU per year (previously was President OR Provost).

Memorandum of Agreement, 2017-2018 Joint Labor Management Committees: Agreement was reached to establish a Joint Labor Management Team to discuss pay rates and appointment periods in Fall 2017. In addition, FSU will submit ITNs for health insurance for dependents of graduate assistants in Fall 2017, and a review committee will be formed within 2 weeks of ITNs to review bids. GAU will have 2 representatives on committee (if committee has more than 5 members, GAU will have proportionate representation).
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 eight (8) six-sevenths (6.78) 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 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.

(1) For the 2017-2018 academic year, the University will pay an additional portion of the student health insurance premium as follows: $82/year for domestic student coverage and $95/year for international student coverage.

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 23

STIPENDS

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

A. Each nine-month (9) employee graduate assistant on a 0.50 FTE academic year appointment shall be guaranteed a minimum stipend of $12,000.13,000.513,500.$14,000, or prorated to that value in accordance with 23.1 (B) with minimum of $16.6617.6217.94 per hour, effective November 3 October 2017. <insert date>. $8,000 per semester. $7,500 per semester

(1) In accordance with Section 2.1, programs shall not use appointment dates to avoid granting benefits to eligible graduate assistants, including stipends. 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. It shall not be permissible to reduce an employee's pay based on the time of year in which the employee's work is performed.

(2) For the purposes of this article, a semester shall constitute any of the following: Fall, Spring, Summer Session A, Summer Session B, and Summer Session C. Appointments that begin within the two (2) weeks before the first day of classes or that end within the two (2) weeks after the last day of classes shall be considered part of that semester.

(3) Employees who are required to work a majority of the semester, regardless of actual appointment start and end dates, shall be considered appointed for the semester for the purpose of qualifying for the minimum stipend. It shall be the responsibility of the University to ensure that the employee receives the full minimum stipend apportioned equally across the actual dates of employment.

(4) In cases where the employee is required to work between semesters, an hourly pay rate shall be used to determine the minimum guaranteed pay. The inclusion of hourly pay rates in this section only governs work performed between
semesters, and in no way grants the University the right to manipulate hourly pay rates, except as determined here:

(a) The minimum hourly pay rate for an employee shall be $25.00.

(b) In all cases where the employee's effective hourly pay rate during a semester is higher than the minimum, the employee shall continue to receive the same effective hourly pay rate when required to work between semesters.

(c) An employee's hourly pay rate shall not serve as the basis for the application of negotiated pay raises. The employee's stipend shall always serve as the basis for the application of negotiated pay raises.

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

C. Competitive Pay Adjustment.

(1) For Fiscal Year 2016-2017, 2017-2018, each eligible graduate assistant will receive a 9 percent (9%) increase in pay, to be no less than five hundred and twenty-five dollars ($525), effective September 23, 2016, August 28, 2017, October 6, 2017.

(2) Graduate assistants must have an appointment with a minimum of 0.25 FTE for the fall semester to 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. Alternatively, all graduate assistants with an appointment of at least 0.25 FTE in either spring or summer semesters of 2018 but not in the fall semester of 2017 are also 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.
Distribute 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.

A. Departments that provide stipend increases beyond those contained in this article shall have a written policy on the eligibility requirements and effective dates for such increases in their departmental Graduate Handbook. Each department will provide a copy of this policy to FSU-GAU by <effective date>, and will also update FSU-GAU when any of their GAs is awarded one of these raises. In cases where a department has policies for implementing raises to a graduate assistant’s stipend for any given reason, that increase(s) shall be applied within one pay period of the graduate assistant’s completion of the requirement(s).
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 The President shall attend at least one bargaining session between UFF-FSU-GAU and FSU-BOT every annual bargaining cycle.

24.3 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.

24.4 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.
MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND
THE UNITED FACULTY OF FLORIDA – FLORIDA STATE UNIVERSITY – GRADUATE ASSISTANTS UNITED

Joint Labor Management Committees for 2017-2018 Academic Year

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

WHEREAS, The parties are desirous of establishing a joint committee to discuss pay structure, appointment length, and summer stipend rates for graduate assistants.

WHEREAS, The parties are desirous of establishing a joint committee to research health insurance coverage options for dependents of graduate assistants.

NOW, THEREFORE, it is understood and the Parties hereby agree to the following:

The parties agree to form a Joint Labor Management Committee, which will be convened by the Fall 2017, to discuss pay structure, appointment length, and summer stipend rates for graduate assistants.

The parties agree that the University will prepare and issue an Invitation to Negotiate (ITN) to appropriate vendors regarding dependent care coverage for graduate assistants. The parties agree to form an ITN Evaluation Committee to review the proposals received. The committee will meet within two weeks of the end of the solicitation period and GAU shall have two representatives on the committee. If the total number of members on the committee exceeds five members, GAU will have an opportunity to increase their representation proportionally.

All parties represent that they have read this MOA, understand its contents, and have executed it voluntarily.

For the Board:

[Signature]
Renisha Gibbs
Date

8/13/17

For the UFF-FSU-GAU:

[Signature]
Clancy McGilligan
Date

8/18/17