UFF-FSU-GAU Proposal #3
April 10, 2020

MEMORANDUM OF UNDERSTANDING: COVID-19 HEALTH EMERGENCY

During the current health emergency brought on by the coronavirus pandemic, UFF-FSU-GAU and the FSU Board of Trustees are committed to maintaining the productive and efficient operation of the University in a safe and healthy environment. To this end, this memorandum of understanding provides clarifications to terms and conditions of the UFF-FSU Collective Bargaining Agreement as a result of the emergency period.

1. All course content and course delivery materials created as a result of the mandated transition to online instruction for the Spring 2020 semester will be treated like any other course content and course delivery materials created by a graduate assistant, pursuant to Article 9.1 in the collective bargaining agreement and applicable law.

2. Considering the online transition of classes and other disruptions to teaching protocols (e.g. lack of access to testing center) for Spring 2020 and Summer 2020, all ratings from student course evaluations for Spring 2020 and Summer 2020 will be excluded from consideration in the graduate assistant employment evaluation for those appointment periods, unless the graduate assistant requests the ratings to be included. These provisions may also apply to any future terms subject to mandatory online delivery due to the current COVID-19 emergency period.

3. Because the impacts of COVID-19 health emergency are local (including but not limited to temporary closure or restricted access to university research facilities), national, and international in scope, any impacts to the graduate assistants' ability to conduct or present their scholarship, creative activities, or research shall not negatively affect their graduate assistant evaluations for the appointment periods during the COVID-19 emergency.

4. In accordance with Article 2.4 (a), an appointment can be curtailed, diminished or terminated for documented circumstances. However, given the emergency period related to COVID-19, the University will not consider Article 2.4 (a) (2) “Failure of the employee, in the judgment of the University, to maintain satisfactory student status or to make appropriate progress toward the degree” as a valid reason for termination, or as a valid reason not to reappoint the graduate assistant for Fall 2020, if it is a direct result of the COVID-19 emergency period in Spring and Summer 2020.

5. During the emergency period, graduate assistants shall be permitted to work remotely, provided that the assigned duties are able to be accomplished remotely. Some graduate assistants may be designated as on-campus essential employees when no other employee is available or qualified for the designation. Essential employees may be required to report to campus in accordance with University directives and the Governor’s Executive Orders. No graduate assistant not designated as an “on-campus essential employee” shall suffer any adverse employment or evaluative action arising from not physically reporting to campus for duty on a day on which instruction is remote-only.

Rebecca Peterson
Chief Negotiator – FSU BOT
4/10/2020 | 3:19 PM EDT

Virgina Antonietta Bar kinds
Chief Negotiator – UFF FSU GAU
4/10/2020 | 3:26 PM EDT
6. Regardless of whether they are required to physically report to campus for duty on any particular day, graduate assistants who are permitted to be on campus by the University guidelines for students shall have access to their offices and, if applicable, laboratories and other facilities necessary for the conduct of their research, consistent with campus safety policy, unless the individual graduate assistant is required to self-quarantine for 14 days. Should it become necessary to further restrict access to campus facilities, the University shall provide notice to graduate assistants as soon as practicable. If such restriction is enacted, graduate assistants must refrain from coming to campus.

7. Because international graduate assistants are not permitted to have outside employment, and may not be able to return to their home countries due to travel restrictions, the University shall commit not to terminate any international graduate assistant for any performance related reason for the duration of the health emergency period. For this specific purpose, the parties agree that Article 2.4 A (1) “continued failure, in the judgement of the University, to perform duties, including a failure to report to work” and Article 2.4 (A) (2) “Failure of the employee, in the judgement of the University, to maintain satisfactory student status or to make appropriate progress toward the degree” shall be suspended as circumstances for termination for the duration of the health emergency period. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific term.

8. Graduate Assistants may be eligible for Emergency Paid Sick Leave as part of the federal Families First Coronavirus Response Act. Should the COVID-19 emergency persist into Fall semester the parties shall reconvene and revisit the issue.

9. All workload limitations of the CBA remain in effect. There shall be no adverse employment or evaluative action arising from graduate assistants maintaining their appointed FTE, regardless of the amount of work required by the transition to online instruction or other disruptions to ordinary work assignments.

10. The University shall publicize these provisions directly to the bargaining unit via e-mail. The University shall also publicize these provisions to all departments employing graduate assistants.

11. The impacts of COVID-19 on the University community are changing constantly. Nothing in this memorandum shall be construed as a waiver of the University’s right to implement measures pursuant to directives from appropriate state and/or federal authorities or that the University otherwise deems essential to protecting the health and safety of students, faculty, and staff. Nothing in this memorandum shall be construed as a waiver of the University’s obligation to engage in bargaining over the impacts of such decisions upon request by UFF-FSU-GAU.

12. The UFF-FSU-GAU President will appoint up to three (3) employees to meet with up to three (3) FSU administration regularly for updates on COVID-19 impacts.