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Collective Bargaining Agreement

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Florida State University

and

United Faculty of Florida  
Florida State University  
Graduate Assistants United

2021-2024

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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 (job) code, including a general description of duties associated with that class (job) 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,
- 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](mailto: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.
- P. A statement that the Graduate Assistant Tuition Plan is available for all qualifying GAs and direction to the appropriate link.
- Q. Information about where to access the University's non-discrimination and harassment policies.

2.2 Length of Appointment and Appointment Periods. 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.

A. Appointment Periods. Graduate assistants may be appointed for an academic year, for a semester, and/or for a summer term. Effective August 2022, appointments on a semester basis must have a minimum appointment period of at least five (5) business days prior to the start of classes through the last day of finals (as outlined in the academic calendar). For graduate assistant assignments that require advance preparation before the start date of appointments, such as course development, planning or preparation, required training, or pre-semester meetings, programs shall establish the start date of the appointment to provide a reasonable length of time to accomplish this work. Additionally, for assignments that require grading duties, programs shall continue the appointment period through the grade submission deadline.

(1). Upon request, the University shall provide the GAU with an electronic list of active graduate assistant appointments to include department/unit, job code and title, hours per week, rate of pay, and funding begin and end dates (as of the date of request). The list will not include identifying information for individual graduate assistants, such as name, employee ID number, or contact information.

B. Limited Appointments. A limited appointment is an individual appointment that may be for less than the minimum appointment period outlined in 2.2 (A) in the event that unforeseen or exceptional circumstances arise. In this

case, the department shall provide an explanation to the Office of Human Resources, who shall review and approve the appointment.

C. Continuity of Appointment. Where practicable, Graduate assistants who are appointed in both the Fall and Spring semesters should receive an academic year appointment. Departments should prioritize issuing such appointments before appointing graduate assistants for an individual semester.

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. All appointment curtailments, diminishment, or terminations require prior approval by the Office of Human Resources and the Graduate School.

C. 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.

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

E. 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.

(1) Before questioning a graduate assistant, the University shall inform the graduate assistant that the investigation may lead to disciplinary action in accordance with section 2.4 (a).

(2) A graduate assistant has a right to request union representation during questioning that may reasonably be expected to lead to disciplinary

action in accordance with section 2.4 (a). This provision shall not obligate the UFF-FSU-GAU to provide representation for graduate assistants who are not members of the UFF-FSU-GAU.

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. When an employee is appointed on a semester-by-semester basis and will be appointed for the Fall semester and re-appointed for the immediately following Spring semester, only one (1) cumulative evaluation is required. 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, which must extend for a minimum of thirty (30) days. 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 ten (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.

A. At least once per academic year, the University will communicate to departments the requirement to evaluate graduate assistants during their appointment.

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 fourteen (14) days 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 evaluation file. A copy of such comment shall be given to the employee no later than fourteen (14) days 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.

C. The employee shall have the right to request in writing an additional observation or visitation by a different observer. Such right must be exercised within five (5) business 5 days after the meeting with the observer or after receiving written comment. The additional observation or visitation shall be accomplished prior to the end of the semester and shall be placed in the evaluation file. The employee shall have the right to respond to this observation also and have the 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. The employee may attach a concise written comment to the evaluation within ten (10) days of receipt, which shall be 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 ensure 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 an 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. The University and UFF-FSU-GAU are committed to a policy of non-discrimination for any member of the University's community on the basis of political affiliation, or membership or non-membership in a union.

5.2 Academic Freedom. A graduate assistant, within the context of the curriculum required by the University, shall be free 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 in an atmosphere of freedom and confidence, all without fear of institutional censorship or reprisal, and without regard to whether the expression is verbal, written, electronic, or non-verbal communication, including but not limited to American Sign Language.

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 the dates of the appointment in the Fall or Spring 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. For summer appointments, FTE shall be proportional to the average hours per week over the length of the entire summer semester.

B. 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.

C. 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 requirements needed for degree completion, 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 as defined in Article 6.1 (F) and related to the employee's degree program.

D. Due to the Fair Labor Standards Act exempt status of the nature of the employment, the demands of work will fluctuate, and the hours worked each week may vary. For weeks that have an increase in workload resulting in hours worked above the assigned FTE, the department should reduce assigned hours during the same semester to meet the "average" as defined in 6.1 (A). A graduate assistant with concerns about noncompliance with 6.1 (A) may, at any time during the appointment, request a clarification of the FTE calculation as outlined in 6.2.

E. For graduate teaching assistants assigned as the instructor of record, the employing department/unit 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 no later than the start of the appointment period, except in rare and occasional circumstances

(e.g. late appointments or schedule changes)., subject to the conditions specified in Article 2.

F. Definition of Assigned Positions and Workload Expectations. All incumbents in these positions/job codes must meet the minimum qualifications as defined in the University Wide Standards for Graduate Teaching Assistants.

(1) Graduate Teaching Assistant (M9184). A Graduate Teaching Assistant performs primary teaching duties as the Instructor of Record that are related to that student's academic program. Typically, the GA will have the full instructional responsibilities for a credit class.

(2) Graduate Assistant in Teaching (W9185). A Graduate Assistant in Teaching assists in the instructional process but is not the instructor of record and does not have primary responsibility for teaching. Examples include but is not limited to, tutors, recitation leaders, laboratory supervisors, assistants to faculty instructors. When assigned to a standalone undergraduate course, duties may include grading of undergraduate-level work.

(3) Graduate Teaching Associate (W9183). A Graduate Teaching Associate assists in teaching function of a graduate course or co-listed course but is not the Instructor of record and does not have primary responsibility for teaching. Examples include but are not limited to, tutors, recitation leaders, laboratory supervisors, assistants to faculty instructions, or comparable roles for graduate-level or co-listed courses. Limited grading and instruction of graduate students are permitted as long as the supervising faculty member retains final authority over grades and provides supervision on instructional content.

(4) Graduate Research Assistant (M9182). A Graduate Research Assistant performs research activities or assignments that are related to the student's academic program. RA research duties vary across departments and projects and may include duties such as research in a lab or library as directed by a supervising faculty member.

(5) Graduate Assistant in Professional (Z9185). A Graduate Assistant in Professional assists in a degree-related professional or academic function under the supervision of a graduate faculty member, or performs degree related professional or administrative services that supports research or instructional activities. GAPs perform work (research, program development, projects, &c.) that is relevant to the graduate student's academic objectives.

6.2 Clarification of FTE Calculation. Upon request by UFF-FSU-GAU or 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 UFF-FSU-GAU or an employee believes the assignment of responsibilities and FTE calculation does not comply with 6.1 (A), UFF-FSU-GAU or the employee may request, in writing, a review of any work assignment from the employment supervisor at any time during the appointment period. UFF-FSU-GAU may request such a review on an employee's behalf, or for all work assignments with a department. The employment supervisor shall review the employee's workload, in consultation with Human Resources and the Graduate School, to determine whether the expectations are appropriate. The supervisor shall report the determination, in writing, to the requesting party within thirty (30) days of receiving such a written request.

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.

C. If it is determined that the employee's assigned FTE is not in compliance with 6.1 (A), the employing unit will increase the assigned FTE or reduce the workload appropriately as outlined in 6.1 (D).

6.3 Review of Workload Expectations. Departments shall review the assigned workloads of their graduate assistants at least once per academic year and assess whether factors under their control, such as course size, number of courses, and graduate student workload, should be revised in order to provide reasonable work expectations of their graduate assistants.

A. Reporting Workload Expectations. Departments shall disseminate their workload expectations to all employed GAs at the beginning of each semester, including any summer semester in which a department employs 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, additional employment, or other activity shall claim to be an official University representative in connection with the outside employment, additional employment or other activity. No employee may use University personnel, equipment, or facilities in connection with the outside employment, additional employment, or other activity without prior approval by the University 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 other activity" is defined as private practice, private consulting, additional teaching or research, or other professional activity, whether 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 situation in which the regard for the private interests of the employee tends to lead to a disregard of employee's public duties or interests owed to 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 compensated work 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.

D. “Relatives” are individuals related to each other in the following ways, whether by blood, adoption, marriage (in-laws/step), or other legal action: spouses, parents, grandparents, children, grandchildren, siblings, aunts/uncles, or nieces/nephews. This definition also includes persons living together in a single household as a family unit.

### 7.3 Permissibility of Outside Employment or Other Activity and Additional Employment.

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

B. Additional employment shall be permitted to the extent that such additional 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 Other Activity and Additional Employment.

A. A graduate assistant who proposes to engage in any outside employment or other activity which may create a conflict of interest, shall report the outside employment or other activity utilizing the University’s chosen system or forms for disclosure and approval. The appropriate administrator shall assess whether such activity or employment constitutes a conflict of interest and with either approval, denial, or a request for additional information.

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, or is otherwise denied, 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 Sexual/romantic relationships with students. Sexual/romantic 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 sexual/romantic 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.

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

D. Direct supervision includes any type of evaluative role.

7.6 Other relationships with students. Graduate Assistants may not serve in a direct teaching or supervisory role for students who are relatives, as defined in this Article. In rare cases, and only when no other viable option exists, an exception may be requested in writing for review and approval by the Graduate School and the Provost, who may add conditions to mitigate the possibility of bias.

## ARTICLE 8

### NON-DISCRIMINATION, SEXUAL MISCONDUCT, AND RETALIATION

8.1 Non-discrimination Policy. The University is an equal opportunity employer and educational provider. The University and UFF-FSU-GAU are committed to a policy of non-discrimination for any member of the University's community on the basis of race, creed, color, sex (including pregnancy), religion, national origin, age, disability, genetic information, veterans' status, marital status, sexual orientation, gender identity, gender expression, or any other legally protected group status, consistent with applicable laws, regulations, ordinances, orders, and University policies. 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 Discriminatory misconduct includes disparate treatment (including conduct that results in a material adverse employment action or creates a hostile work environment); disparate impact; or failure to provide a reasonable accommodation upon request.

B. Sexual misconduct includes sex/gender/orientation-based discrimination; sexual harassment (quid pro quo and hostile work environment); dating/domestic violence (intimate partner violence); sexual violence (i.e., non-consensual sexual intercourse, non-consensual sexual contact, incest, and statutory rape); sexual exploitation; and stalking.

C. Retaliation is the creation of a hostile environment or adverse action threatened or taken against an individual because they participated in a protected activity. Examples of protected activity include: (1) making a complaint of discrimination or sexual misconduct; (2) assisting another person in making a complaint; (3) participating in the investigation of such a complaint; (4) in good faith and in a reasonable manner opposing conduct that they believe constitutes a discrimination or sexual misconduct; or (5) requesting a reasonable accommodation.

D. Graduate Assistants who believe they are being subject to discrimination, sexual misconduct, or retaliation shall be provided support resources and complaint/resolution options. Support resources include, but are not limited to, the Victims Advocate Program, the University Counseling and Psychological Services or the Employee Assistance Program, University Health Services, and as applicable, other interim measures upon request. Complaints/resolution requests may be made via <http://report.fsu.edu>; otherwise, for alleged conduct by an employee contact to the Equity, Diversity and Inclusion Office (all protected groups) and for alleged conduct by a student report to the Student Conduct and Community Standards (for discrimination and retaliation) or the Title IX Office (for sexual misconduct).

E. To promote an environment at the University which is free from unlawful discrimination, sexual misconduct, and retaliation, graduate assistants are encouraged to report immediately any related concerns. Graduate assistants acting in an institutional authority/supervisory capacity (including supervisors of laboratories or a teaching capacity) have a mandatory reporting obligation. Upon becoming aware of discrimination, sexual misconduct, or retaliation, graduate assistants must report this conduct to a University office. Specifically, reports should be made via <http://report.fsu.edu>; otherwise, for alleged conduct by an employee report to the Equity, Diversity and Inclusion Office and for alleged conduct by a student report to the Student Conduct and Community Standards (for discrimination and/or retaliation) or the Title IX Office (for sexual misconduct).

F. In the event a Graduate Assistant files a formal complaint with the Equity, Diversity, and Inclusion Office, it shall be addressed pursuant to University policy. Claims of discrimination including sexual harassment must be processed with the University's EDI office rather than going through the Article 11 grievance process.

(1) Interim measures during the initial review of the complaint and any subsequent investigation may be implemented for graduate assistants, to allow for continued employment in an environment free from harassment and/or discrimination based on a protected category. Interim measures available may include, but are not limited to: change to an alternate work location, unit, department, or position for which the graduate assistant is qualified provided that the change is voluntary and equitable; no contact directives.

(2) Remedies. Remedies may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the graduate assistant is qualified provided that, in the case of the Complainant/Grievant, the change is voluntary and equitable; training and education of the Respondent; no contact remedies.

G. Request for informal resolutions may also be requested from the Equity, Diversity, and Inclusion Office. There is no time limit for submitting an informal complaint of prohibited conduct, but it is strongly urged that the graduate assistant immediately reports the complaints or concerns. These requests may include a request for anonymity and a reassignment to an alternate work location, unit, department, or position for which the GA is qualified provided that the change is voluntary and equitable, no contact directives.

(1) A record shall be made of the informal complaint and resolution, preserving graduate assistant anonymity.

H. Representation. Any GA (as a Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by either a Union representative or an advisor of their choice, in the investigation and/or complaint process.

8.2 The University shall publicly post the University's Equal Opportunity and Non-Discrimination Statement. This statement can be found at the following link: [https://hr.fsu.edu/sites/g/files/upcbnu2186/files/PDF/Compliance%20Postings/EEO\\_Policy\\_Statement.pdf](https://hr.fsu.edu/sites/g/files/upcbnu2186/files/PDF/Compliance%20Postings/EEO_Policy_Statement.pdf)

ARTICLE 9  
COPYRIGHTS AND PATENTS

9.1 Statement. The parties recognize the obligations under federal law, state law, and University regulations, policies and procedures pertaining to copyrights and patents. The parties acknowledge that changes in applicable federal and state laws governing copyrights and patents may subject the University regulations to revision. Unless otherwise required by federal and state laws and regulations or the terms of an applicable sponsored agreement, the University shall abide by University Regulations FSU-4.063, University Sponsored Educational Materials, and FSU-6.009, Inventions and Patents, copies of which are attached to this agreement as Appendix A and/or available at <https://regulations.fsu.edu/regulations/adopted-regulations>.

ARTICLE 10  
LEAVES OF ABSENCE AND OTHER LEAVE

10.1 An employee may be excused from assigned duties without academic or professional reprisal, or loss of pay 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. Immediate family member also includes the minor dependent(s) of an employee who has been adjudicated their legal guardian. 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) 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.
- (6) Employees shall be granted up to 3 working days of unpaid job protected leave in a 12 month rolling year period measured backward from the date of the request, if the employee or a family or household member of an employee is the victim of domestic violence as defined in Section 741.28, Florida Statutes or is the victim of sexual violence as defined in **Section 784.046, Florida Statutes**. To be eligible for domestic violence leave, an employee must have at least 3 or more months of employment with Florida State University.

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. Upon conclusion of the leave, the graduate assistant shall not be required to make up the scheduled work hours missed as a result of taking leave.

E. 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.

F. 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.

10.3 Non-Leave Accommodations. Graduate assistants with a disability-related (or pregnancy-related) need may submit a request for workplace modifications and will

be evaluated through the University's Americans With Disabilities Reasonable Accommodation Process. This process is available to help mitigate or eliminate the impact of a disability in the workplace. Accommodations may include telework, if appropriate, but other modifications may include but are not limited to: options for physical distancing, alternative work locations, reassignment, and/or modified or flexible schedules.

## 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 forty-five (45) 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-FSUGAU 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.

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

ARTICLE 12  
MATRICULATION AND TUITION PROGRAM

12.1 Tuition Waivers. The letter of appointment shall stipulate the matriculation fee waiver and out-of-state fee waiver award, if any, 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.

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 international graduate assistants
- 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.

F. The University and UFF-FSU-GAU mutually agree to reopen this article for negotiations for the 2020-2021 year. Reopening this article will not count as one of the additional articles to be reopened as specified in Section 21.1 A of this Agreement.

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.

A. 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.

B. UFF-FSU-GAU shall be permitted to host a table at Graduate School Orientation administered by the Graduate School. At all orientation meetings expressly for graduate assistants (including departmental meetings), the UFF-FSU-GAU shall be permitted to make presentations of reasonable length and to distribute informational material from the UFF-FSU-GAU. Upon request, the University shall provide the most recent version of any existing list of Graduate Directors. These presentations shall be for the purpose of introducing attendees to UFF-FSU-GAU representatives, informing employees of their rights under the Agreement, and discussing the role UFF-FSU-GAU plays in representing graduate assistants. Discussion of labor/management disputes will not be permitted; discussion of grievance as a service the Union offers graduate assistants is permitted.

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.

A The University shall communicate directly to graduate assistants regarding any changes to the Agreement and provide the link to the updated Agreement.

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 0.75 FTE per semester in the Fall and Spring and 0.50 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) 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, except during the summer term when the workload can be up to 0.75 FTE.

(2) UFF-FSU-GAU shall provide the University with a list of requested designees at least three (3) weeks prior to the first day of classes for the semester. The list will indicate each employee's requested FTE for the supplemental appointment.

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

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.

B. 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.

C. 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.

14.5 Leave for Union Activities. UFF-FSU-GAU representatives elected or otherwise designated by the Union to represent it for official functions shall be granted leave without financial penalty, not to exceed three (3) days per person and fifteen total days per semester, to attend such functions.

(A) No more than two (2) employees per department may be granted leave for union activities at any one time.

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 when either (1) the employee submits thirty (30) days written notice to the University Human Resources office and the UFF-FSU-GAU, revoking that employee's prior check-off authorization, or (2) the discontinuance of the authorizing employee's status within the bargaining unit.
- D. Reinstatement of Deductions. Employees who have valid dues check-off authorizations filed with the University, whose dues check-off is discontinued because of any discontinuity in appointment of less than two (2) consecutive semesters (i.e., Fall-Spring, Spring-Summer, or Summer-Fall) shall have their dues check-off resumed upon return to pay status within the bargaining unit.

(1) Upon request, the University will provide UFF-FSU-GAU a report showing any GA's whose dues were discontinued in the previous year due to any discontinuity in appointment for two (2) consecutive semesters.

(2) Upon request, the University shall provide UFF-FSU-GAU a report showing a list of the employees whose dues deductions were stopped since the last remittance period.

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 (Political Action Committee) 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 the university shall offer health insurance, for all graduate assistant, and that available health insurance, dental insurance, and dependent insurance is highly desirable in order to attract quality graduate students to the University.

16.2 Employer's Contribution to Health Insurance.

A. For the 2021-2022 academic year, the University will pay a portion 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 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. The employer's portion for health insurance, excluding dental, vision, and dependent coverage will be paid according to the following:

2021-2022 academic year:

Domestic students

- \$ 2359/year for employees on at least a 0.50 FTE appointment for both the fall and spring semesters
- \$ 1709/year for employees on at least a 0.25 FTE appointment for both the fall and spring semesters
- \$ 1909/year for employees on at least a 0.25 FTE appointment for either the fall or spring semesters and on a 0.50 FTE appointment for the other semester

International students

- \$ 2396/year for employees on at least a 0.50 FTE appointment for both the fall and spring semesters
- \$ 1746/year for employees on at least a 0.25 FTE appointment for both the fall and spring semester
- \$ 1946/year for employees on at least a 0.25 FTE appointment for either the fall or spring semesters and on a 0.50 FTE appointment for the other semester

(1) For the 2022-2023 academic year, the University agrees to pay a portion of the student health insurance premium for individual coverage at the same proportional percentage as outlined in 16.2 (A) for the 2021-2022 academic year.

2022-2023 academic year:

Domestic students

- 79.9% of the total premium for employees on at least a 0.50 FTE appointment for both the fall and spring semesters
- 57.9% of the total premium for employees on at least a 0.25 FTE appointment for both the fall and spring semesters
- 64.7% of the total premium for employees on at least a 0.25 FTE appointment for either the fall or spring semesters and on a 0.50 FTE appointment for the other semester

International students

- 79.9% of the total premium for employees on at least a 0.50 FTE appointment for both the fall and spring semesters
- 58.2% of the total premium for employees on at least a 0.25 FTE appointment for both the fall and spring semester
- 64.9% of the total premium for employees on at least a 0.25 FTE appointment for either the fall or spring semesters and on a 0.50 FTE appointment for the other semester

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, as specified above in 16.2(A), and 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. Pursuant to Section 447.505, Florida Statutes, UFF-FSU-GAU agrees that there will be no strike 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.

17.6 Notification. The University shall post an electronic copy of the Agreement on the Human Resources and Graduate School website.

ARTICLE 18  
OTHER EMPLOYEE RIGHTS

18.1 Work Space. The University shall provide adequate workspaces for employees when the assigned duties require the work be performed in a specific on-campus location. Exceptions include assigned duties that are to be performed in shared spaces such as the library or computer center. For assigned duties that require private consultations with students, the department shall provide space to allow for privacy of the student. Where practicable, the department shall provide each employee with a desk and a chair, a computer, and adequate lighting and workspace. At a minimum, the department shall provide employees with work space to include a desk and a chair, a computer, and adequate lighting. If the employee is responsible for storing student records, secure space will be provided as outlined in 18.1 (A). 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.

A. When an assignment requires the use of secure space it will be provided. Secure space includes lockable drawers included in desks, or lockable cabinets. These secure spaces must be maintained by the department. 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 and wireless or Ethernet internet access in working condition within a reasonable distance of the employee's assigned workspace so that the employee can adequately utilize the resources.

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 work environment, as defined in Section 21.14.

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 investigated within ten (10) business days or as soon as practicable, whichever comes first. The appropriate administrator will reply to the employee in writing within twenty-one (21) days, or as soon as practicable, whichever comes first. This reply should include whether an investigation has taken place, the result of the investigation, any remedial steps required, and any interim measures for employee safety that have been taken. 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. The University shall provide any such employee with an alternate workspace for the duration of the investigation into the unsafe or unhealthy working condition.

B. If the investigation determines a workplace condition that represents a violation of safety or health rules, policies, and regulations, or is an unreasonable hazard to persons or property, the University shall take steps to remedy the condition as soon as practicable. In this case, the employee will not be returned to the work space until the remedy is completed. The appropriate administrator shall notify, in writing, any employee who reported an unsafe condition and, if appropriate, other parties affected by the unsafe condition, of the actions being taken.

C. 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>

D. No employee shall be subjected to retaliatory action for reporting or inquiring in good faith about potential breaches of FSU safety policies, 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.

18.6 Corrective Action. The parties recognize that graduate assistants are considered OPS employees and are “at-will” employees that may be terminated at any time in accordance with the documented reasons outlined in Article 2.4. However, the University encourages the use of a corrective action plan to address job-related behavior that does not meet expected work standards. Whenever possible, the University will make a good faith effort to identify deficiencies in performance or behavior and communicate means in which a graduate assistant can meet the performance and/or behavioral aspects of their assignment.

A. Corrective actions may be provided as verbal counseling a written letter of counsel. Corrective actions shall be conducted in private.

(1) Written letters of counsel must include the nature of the improper behavior, cite the deficiency in the work standard/expectation, and provide details on the steps needed by the graduate assistant to correct the deficiencies. These documents may be referenced in the employee performance evaluation and placed in the evaluation file but will not be considered part of the employee’s official personnel file. Corrective actions for the purposes of this Article shall not include performance evaluations.

B. Reassignments, changes to working locations, changes to pay or benefits, or loss of resources needed for professional development (e.g. travel funding) shall not be used as corrective actions. Corrective actions shall not include consequences to a graduate assistant’s student status.

C. It is recognized that some misconduct offenses are so serious that a termination may be warranted on the first occurrence even though the employee has no prior record of having been provided corrective action.

D. All members of the University have obligations that derive from common membership in the community of scholars. Behavior that tends to create

or contributes to a hostile, demeaning, or humiliating environment, including, but not limited to, abusive language, intimidation, or retaliation shall not be tolerated. In recognition of the power differential between graduate assistants and their faculty supervisors, threats to academic/professional reputation, future employment opportunities, behavior that tends to create or contributes to a hostile, demeaning, or humiliating environment, or other related behaviors shall not be used as a form of corrective action.

E. A graduate assistant is entitled to representation by a union representative at any and all investigatory meetings which may result in formal corrective action. Graduate assistants may request a union representative or advisor to be present at meetings to issue formal corrective action.

F. Alleged violations of Section 18.6 shall only be subject to the grievance procedure specified in Article 11 through Step 2.

ARTICLE 19  
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 20  
AMENDMENT AND DURATION

20.1 This agreement shall become effective upon ratification by both parties and remain in effect through the end of the summer term 2024

20.2 For 2022-2023 there will be no re-opener negotiations.

20.3 For 2023-2024, reopener negotiations shall begin no later than March 1, 2023, unless extended by mutual agreement of the parties and shall include the following articles:

- A. Stipends (Article 22)
- B. Health Insurance (Article 16)
- C. Each party may choose two (2) additional articles to be reopened.

20.4 Negotiations for a successor agreement shall begin upon request by either party but no later than March 1, 2024.

20.5 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.

- A. Any article may be opened for negotiation during the term of this contract by mutual agreement of the parties.

ARTICLE 21  
DEFINITIONS

- 21.1 Academic year - means a period consisting of a Fall and Spring semester of approximately thirty-nine (39) contiguous weeks or 19.5 pay periods.
- 21.2 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.
- 21.3 Days - means calendar days.
- 21.4 Employee - means a member of the bargaining unit.
- 21.5 Fiscal Year - means July 1 to June 30.
- 21.6 FTE - means Full Time Equivalent.
- 21.7 Graduate assistant - means a person employed in the bargaining unit.
- 21.8 President - means the President of Florida State University.
- 21.9 Relatives - means individuals related to each other in the following ways, whether by blood, adoption, marriage (in-laws/step), or other legal action: spouses, parents, grandparents, children, grandchildren, siblings, aunts/uncles, or nieces/nephews.
- 21.10 Supervisor - means the individual identified by the President or representative as having immediate administrative authority over bargaining unit employees.
- 21.11 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.
- 21.12 UFF-FSU-GAU - means United Faculty of Florida- Florida State University- Graduate Assistants United.
- 21.13 University - means Florida State University and its officials, representatives, and agents.
- 21.14 University Board of Trustees - means the body established by Section 1001.71, Florida Statutes.
- 21.15 Work environment - means the place of employment, involving the physical geographical location of the workplace provided by the employer. Also includes, but is not limited to, factors relating to the place of employment, such as required equipment or

materials necessary for completion of the job, employer provided furniture, noise level, air quality, etc.

## ARTICLE 22

### STIPENDS

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

A. Rates. Effective January 21, 2022, each graduate assistant on a 0.50 FTE academic year appointment will be guaranteed a minimum stipend of \$16,000 , or prorated to that value in accordance with Article 22.1 (B) with a minimum of \$20.51 per hour. Each graduate assistant on a 0.25 FTE academic year appointment will be guaranteed the listed minimum stipend of \$8,000, or prorated to that value in accordance with Article 22.1 (B) with a minimum of \$20.51 per hour.

(1) Effective August 8, 2022, each graduate assistant on a 0.50 FTE academic year appointment will be guaranteed a minimum stipend of \$16,250, or prorated to that value in accordance with Article 22.1B with a minimum of \$20.83 per hour. Each graduate assistant on a 0.25 FTE academic year appointment will be guaranteed the listed minimum stipend of \$8,125, or prorated to that value in accordance with Article 22.1 (B) with a minimum of \$20.83 per hour.

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

C. Competitive Pay Adjustment.

(1) For Fiscal Year 2021-2022, each eligible graduate assistant with an appointment with at least a 0.50 FTE, will receive a one-time, non-recurring bonus in the amount of \$1000, less applicable taxes and deductions. Each eligible graduate assistant with an appointment between 0.25 FTE and 0.49 FTE will receive a one-time, non-recurring bonus of \$500, less applicable taxes and deductions. The bonus will be effective November 26, 2021 and reflected in the paycheck dated December 17, 2021.

(a) Graduate assistants with multiple appointments will receive a bonus as outlined in 22.1 (C) (1), for each appointment, not to exceed a total bonus amount of \$1000 per graduate assistant.

(2) For Fiscal Year 2021-2022, each eligible graduate assistant with an appointment with at least a 0.50 FTE, will receive a one-time, non-recurring bonus in the amount of \$500, less applicable taxes and deductions. Each eligible graduate assistant with an appointment between 0.25 FTE and 0.49 FTE will receive a one-time, non-recurring bonus of \$250, less applicable taxes and deductions. The bonus will be effective March 4, 2022, and reflected in the paycheck dated March 25, 2022.

(a) Graduate assistants with multiple appointments will receive a bonus as outlined in 22.1 (C) (1), for each appointment, not to exceed a total bonus amount of \$500 per graduate assistant.

(3) For Fiscal Year 2022-2023, each eligible graduate assistant will receive a 1.0% increase in pay, effective September 16, 2022.

(4) For Fiscal Year 2022-2023, each eligible graduate assistant will receive a one-time, non-recurring bonus in the amount of 1% of the base rate of pay. The bonus will be effective September 30, 2022 and reflected in the paycheck dated October 21, 2022.

(5) Graduate assistants must be employed by the University in active payroll status on the effective date of the competitive pay adjustment and bonus in order to be eligible.

22.2 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.

22.3 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.

22.4 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.

B. Departments that draft a new policy, or make changes to an existing policy required by 23.4A shall notify Faculty Relations in the Office of Human Resources of the proposed changes and provide at least one semester's notice of the change in policy to affected graduate assistants.

C. Notwithstanding any changes made to such policies, graduate assistants may elect to be subject to the policy in effect on their original date of hire.

22.5 Tuition Payment Plan. The parties agree that the University shall offer a Graduate Assistant Tuition Plan year-round. This tuition plan shall permit all GAs employed by FSU to defer the due date for tuition and fees (including the \$5 FSUCard Fee) until the end of the term. The Tuition Payment Plan shall also offer the option to enroll in payroll deductions for participants.

ARTICLE 23  
CONSULTATION

23.1 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 to the other party no less than one (1) week in advance of the meeting.

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

23.2 Contract Administration Meetings. The University and UFF-FSU-GAU shall schedule contract administration meetings as needed and as mutually agreed upon, to discuss enforcement of specific provisions of this Agreement or issues related to the administration of the Agreement. Requests for a contract administration meeting shall not be unreasonably denied.

23.3 The parties understand and agree that such meetings held pursuant to Sections 23.1 or 23.2 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, or to discuss matters in litigation unless the University and UFF-FSU-GAU agree otherwise.

IN WITNESS THEREOF, the parties have set their signatures this 8<sup>th</sup> day of Nov., 2021.

**FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES**

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



Richard McCullough  
President,  
Florida State University

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Roxie Brookshire, President of the GAU  
United Faculty of Florida - Florida State University-  
Graduate Assistants United

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Rebecca Peterson  
Co-Chief Negotiator  
Florida State University

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Vincenza Berardo, Chief Negotiator  
United Faculty of Florida - Florida State University-  
Graduate Assistants United

DocuSigned by:



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Michael Mattimore  
Co-Chief Negotiator  
Florida State University

DocuSigned by:



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Emily McCann, Service Unit Director  
NWFL Region  
United Faculty of Florida

Renisha Gibbs  
Mark Riley  
Lisa Scoles  
Paul Harlacher  
Tiffany Ward  
Adam Donaldson

Noah Cole  
Leah Delaney  
Jordan Scott  
Katie Moore  
Courtney Riggs  
Jordan Lenchitz  
Rachel Harris

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

APPENDIX A

UNIVERSITY REGULATIONS GOVERNING COPYRIGHTS AND PATENTS

**FSU-4.063 University Sponsored Educational Materials.**

(1) Scope of Statement of Policy.

- (a) This statement of policy shall apply only to the ownership and use of University sponsored educational materials, as defined in paragraph (2)(a), and extends to University personnel, including faculty, staff, and students, as defined in paragraph (2)(c).
- (b) Unless specifically excluded by other Sections of this statement, the types of educational materials to which this policy is designed to apply include, but are not limited to, the following:

1. Video and audio recordings;
2. Films, filmstrips, charts, transparencies, slides, and other visual aids and accompanying sound recordings;
3. Study guides, tests, scripts, manuals, syllabi, bibliographies, periodicals, books, or similar printed or audio materials;
4. Computer programs and programmed instructional materials;
5. Live audio and video transmissions open (broadcast) or closed (cable);
6. Musical compositions and works of art to include drawings, plastic works of scientific or technical character, photographs, prints, and pictorial illustrations;
7. Other print and non-print materials subject to Federal copyright.

(c) This policy statement does not apply to the following types of materials:

1. Articles submitted to or published by scholarly and professional journals;
2. Class notes produced in connection with regularly scheduled courses of instruction;
3. Scholarly and professional books, texts, works of art, musical compositions and the like unless the author or producer was assisted by a support agency of the University as specified under sub-subparagraph (2)(a)1.a. or unless the author or producer was both specifically commissioned in writing and assisted in whole or in part as provided under sub subparagraph(2)(a)1.b.;
4. Sponsored grants or contracts may contain specific provisions regarding ownership, copyright, or royalty income privileges related to materials generated under the contract. These conditions are binding on the University and the author

or producer. If the extramural agency does not stipulate how royalty income is to be distributed within the University then the provision of this policy shall prevail.

(2) Definitions.

(a) University-sponsored Educational Materials.

1. Educational Materials are University-sponsored.

- a. If the author or producer has employed in his developmental work, without personal charge to himself, the equipment, materials or staff services of the Computer Center, WFSU-FM, WFSU-TV, the Photo Laboratory or the Division of Instructional Research and Service, or any other new agency, or combinations of above-mentioned existent agencies, and/or new agencies, established or supported by the University primarily to assist in developing and producing educational materials; or
- b. If the author or producer has been both commissioned in writing by the University, or one of its colleges, schools, departments, or by other subdivisions, to develop the materials and, in their production has received assistance in the form of released time or from University funds, including grants and contract funds administered by the University.

(b) Costs (Production Costs).

The word costs or the phrase production costs, as related to the production of University sponsored educational materials, will include the following categories:

1. Direct costs.

Those salaries and materials specifically identified with the production of such materials. [(2) (a)1.a., 1.b.] Direct costs are computed by those supporting agencies involved with the design, preparation, production, editing, duplication, and distribution of educational materials.

2. Indirect costs (Overhead).

Costs for space, utilities, amortization of equipment, etc., which are generally referred to as overhead. The current University indirect cost rate will be applied for recovery of indirect costs relating to the production of University-sponsored educational materials.

(c) University Personnel.

Part-time and full-time members of the faculty, administrative and professional staff, career staff, undergraduate and graduate students, postdoctoral students, and fellows of the University.

(d) Author or Producer.

An individual, a group, a department, or other unit of the University involved in the production of educational materials.

(3) Control of the Content and the Presentation of University-Sponsored Educational Materials.

(a) Subject to the provisions of this policy, the author or producer has the right to and the responsibility for control of the content of University-sponsored educational materials

(b) Subject to the provisions of this policy, the author or producer has the right to make other versions of the content of the materials for presentation in other media.

(4) Use of University-Sponsored Educational Materials.

(a) Internal Use.

1. Internal use within the University requires approval of the author or producer responsible for the materials, and the academic department, school, college, or agency incurs costs in making materials available for internal use, the supplying entity may require such costs to be reimbursed by the user unit.

2. As long as the author or producer of University-sponsored educational materials remains a member of the staff of the University, he or she has the right to revise any or all materials because of obsolescence; provided that the University shall not be obligated to provide further resources for the development of any such revisions unless the revisions are requested by the University or agreed upon jointly by the University and the author or producer. Should the extent of the required revision exceed the resources of University supporting agencies involved, materials may be withdrawn by agreement of the author or producer and the University. Questions regarding revisions or the withdrawal of materials will be referred to the Provost for Graduate Studies and Research, and shall be governed by the procedures outlined in subparagraph (7)(b)2.

3. If the University-sponsored educational materials are used internally without revision for a period of two years, the University shall request the author or producer and the appropriate University supporting agency or agencies to consider revising the materials or to determine whether they shall continue to be used.

4. The author or producer has the right to make personal and professional use of the materials within the University. Scheduling and arrangements to cover the costs for such personal requests will be made with the University supporting services involved with the original production of the educational materials.

5. If the author or producer terminates employment with the University, the University retains the right to continued internal use of the University-sponsored educational materials in accordance with this policy unless special conditions for subsequent internal use have been arrived at by joint written agreement of the author or producer and the University

6. The author or producer has the right to use the University-sponsored educational materials at no cost to the University after termination of his or her employment with the University subject to the provisions of this policy

(b) External Use

1. Licensing or sale of publication of University-sponsored educational materials for external use shall be preceded by a written agreement between the University and the author or producer specifying the conditions of use, including provisions concerning the right of the author to revise the materials or to withdraw them from use, and the distribution of net royalty income in accordance with sub-subparagraph (5)(b)2.d.

2. Use by other institutions in the State University System shall be royalty free.

(5) Compensation for the Production and Use of University-sponsored Educational Materials.

(a) Compensation for Production Activity.

1. With the exception of payments made on an overload basis subparagraph (5)(a)3., the University shall not make any payment to the author or producer of University-sponsored educational materials other than the compensation regularly received.

2. The regular assignment of the author or producer may be adjusted to take into account the extra time required to develop, or produce, or revise the University-sponsored educational materials.

3. In accordance with the established policy which enables the Division of Continuing Education to pay for services on an overload basis, the author or producer may receive payment for the development of materials. Such additive compensation will be provided for in a written agreement between the Division of Continuing Education and the author or producer.

(b) Distribution of Royalties.

1. The University shall license the external use of University-sponsored materials only after it enters into a written agreement among the Board of Regents, the University, and the author or producer specifying the distribution of net royalty income, in accordance with (5)(b)2.d.

2. Such an agreement will be subject to the following guidelines:
- a. The University's original production costs as defined in subparagraphs (2)(b)1. and 2., shall be recovered by the University prior to the distribution on any royalties.
  - b. Expenses related to the production and distribution of additional copies of educational materials will be recovered from each sale or rental on the same basis as the original production costs.
  - c. Royalties may be included in the sale or rental price subject to any limitation imposed by outside contracting or granting agencies.
  - d. Fifty percent of any resultant net royalty income (royalty income after production costs and distribution costs as defined in (2)(b) derived from the external use of University sponsored educational materials will go to the University, and fifty percent to the author or producer.
  - e. Twenty-five percent of the University share shall be allocated to SRAD. The remaining royalties that accrue to the University shall be returned to the school, college and/or supporting agency to finance further the development of educational materials or for other educational purposes. Distribution shall be as negotiated among the Provost for Graduate Studies and Research and the chief administrator of the department, school, college or agency involved.

(6) Ownership and Copyright. Ownership of University-sponsored educational materials shall be vested in the University, subject to the conditions set forth in this statement of policy. Copyright of University-sponsored educational materials reside with the State of Florida. The author or producer shall cooperate with the University in obtaining copyright.

(a) Copyright Statement.

Property rights in copyrightable material may be secured for a published work by initially publishing the work in printed or otherwise processed form bearing or displaying a proper copyright notice. Notice contains a display of the word copyright, the abbreviation COPR, or the symbol "C" enclosed in a circle, followed by year of publication and the name of the copyright owner. The "C" in the circle is preferred because it gives the work certain international copyright protection. Formal registration in the U.S. Copyright Office constitutes further evidence of copyright. The publication of a work without proper notice may forfeit copyright protection.

(b) Credit Statements on University-Sponsored Educational Materials.

1. University-sponsored educational materials should bear the name of the author or producer, The Florida State University, the date when produced, and a copyright notice. Guidance on the appropriate copyright notice should be obtained from the Provost for Graduate Studies and Research.

2. The author or producer has the right of withdrawal of personal credit.

(7) Procedures and Administration.

(a) Administration of Policy.

1. The Provost for Graduate Studies and Research shall represent the University in negotiating all agreements with authors or producers and initially in other matters covered by this policy. In drafting any agreement, he shall also consult with the heads of the author's or producer's unit and the heads of the production or supporting agencies. Where copyright coverage should be obtained on University-sponsored materials, the Provost for Graduate Studies and Research will initiate the copyright notice and application for copyright.

2. The President of the University shall appoint a University Committee on Copyrights consisting of three members, all knowledgeable in the field of instructional systems and materials and including representation from the faculty. The Provost for Graduate Studies and Research shall be an additional non-voting member of the Copyright Committee. The Committee shall consider all requests for reviews and reports submitted to it promptly and shall make the determinations required within a reasonable time. All University personnel involved in the development and production of materials covered by this policy shall be entitled to appear before the Committee and present evidence with respect to the determinations made by the Committee. The Committee's determinations shall be made in writing and shall contain a statement of its findings and reasons for the decision.

(b) Procedures for Interpretation of Policy

1. Determining the nature of educational materials. All materials which may belong to the University under the provisions of this policy shall be reported promptly in writing by the author-producer concerned through the appropriate department head and dean to the Provost for Graduate Studies and Research. Any faculty or staff member having questions as to whether certain materials, either in preparation or under planning for preparation, will be considered University property should initiate an inquiry to the Provost for Graduate Studies and Research. This inquiry shall constitute a full and complete disclosure of the subject matter and the identity of all persons participating in the development and production of the educational materials. The Provost for Graduate Studies and Research shall promptly advise the author or producer as to whether the material

should be considered University-sponsored within the meaning of this policy. Such advisory opinions are subject to final clarification when production of the materials is completed. When the work has been completed, the author or producer should submit questions regarding rights in the work to the University Committee on Copyrights for review or recommendation. Recommendation by the Committee on Copyrights may be reviewed by the Research Council and the decision of the Research Council will be final subject to the provisions of paragraph (7)(b)2.

## 2. Reconciling Disputes.

Any differences between the author or producer on the one hand and the Provost for Graduate Studies and Research or the University Committee on Copyrights on the other hand, shall be submitted to the Research Council. The Research Council shall have full access to any pertinent records over which University personnel, including the author or producer, or the University has jurisdiction. The determination of the Research Council shall be communicated to the President of the University who may review the determination or refer the matter to the Board of Regents for final determination with his recommendation.

### (8) Protection and Liability.

#### (a) Protection.

The University Committee on Copyrights, where authorized by the Board of Regents, shall investigate allegations of unauthorized use or copyright infringement of University sponsored educational materials and shall recommend appropriate action. If such action is started by the University all costs of such action shall be borne by the University. All proceeds in excess of such costs shall be shared as noted in paragraph (5)(b).

#### (b) Liability.

Before any use is made of University-sponsored educational materials, the author or producer shall hold the University harmless and certify in writing to the Office of the Provost for Graduate Studies and Research that to the best of his knowledge the materials do not infringe on any existing copyright or other legal right. When other alleged violations of personal or property rights by the University, or by the author or producer of University sponsored educational materials, the University may assume responsibility for the defense of any action and the satisfaction of any judgments rendered against the University, or the author or producer. However, the Provost for Graduate Studies and Research acting for the University, may request or require the author or producer to indemnify and hold harmless the University for all costs to which it has been subjected when the action for personal or property rights is based upon matters which should have been known or with reasonable care should have been discovered by the author or producer. Any judgment rendered against the University or

the author or producer shall be satisfied first from net royalties received by the University and the author or producer.

(9) Radio Program Submissions for Distribution.

(a) For programs or segments to be aired on WFSU-FM prior to or simultaneously by National Public Radio (NPR) or other program distributors transmissions, individual producers are encouraged to submit the material for nationwide distribution. For such production the producer may receive the royalty fee paid by the program distributor as compensation for his or her efforts. Any additional costs above those normally incurred by WFSU-FM to air a program on the station will be reimbursed to the station by the producer from the fee received. No additional station time may be used to revise programs to meet distribution specifications.

(b) If WFSU-FM does not desire to air the produced material, a producer may, with the advance approval of the Director of Radio, use his or her personal time for production and shall reimburse the station for use of equipment and materials.

(c) The Director of Radio must be informed in advance of such program production efforts and has the discretion to decide the amount of the reimbursements to the station on a case-by-case basis after consultation with the producer. Disagreements concerning the amount of reimbursements will be resolved by the Vice President for Public Affairs.

Specific Authority BOG Regulation 1.001(3)(j), Reg. Procedure July 21, 2005. Law Implemented 240.227(1), 240.229 FS. History—New 9-30-75, Formerly 6C2-4.63, Amended 6-16-86.

**FSU-6.009 Inventions and Patents.**

(1) Basic Objectives.

(a) To serve the public interest by ensuring that inventions which have the potential for the betterment of society are developed to the point of maximum utilization and prompt availability to the public.

(b) To encourage the creation of inventions by giving adequate recognition and incentive to inventors. In sharing the proceeds of inventions with inventors, the university recognizes inventorship and acknowledges the sizable amount of time and effort necessary to adequately disclose the invention, participate in its evaluation, assist attorneys involved in filing patent applications, and alert potential licensees.

(c) To encourage and support research within the university by returning a portion of the proceeds of an invention to support selected research programs and the patent program.

(d) To recognize the equity of any outside sponsor of research within the university by making reasonable and equitable provision for the granting of limited patent rights to the sponsor consistent with the objectives outlined above.

(2) Definitions.

(a) An “invention” includes any discovery, invention, process, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, or extension of these items, and any mark used in connection with these items.

(b) “University support” includes the use of university funds, personnel, facilities, equipment, materials, or technological information; and includes such support provided by other public or private organizations when it is arranged, administered, and/or controlled by the university.

(3) Rights in Inventions.

(a) An employee shall disclose all inventions which the employee may develop or discover while an employee of the university. With respect to inventions made during the course of approved outside employment, the employee may delay such disclosure, when necessary to protect the outside employer’s interests, until the decision has been made by the outside employer whether to seek a patent.

(b) All inventions made outside the field or discipline in which the employee is employed by the university and for which no university support has been used are the property of the employee, who has the right to determine the disposition of such work and revenue derived from such work. The employee and the President or representative may agree that the patent for such invention be pursued by the university and the proceeds shared.

(c) An invention which is made in the field or discipline in which the employee is employed by the university, or by using university support, is the property of the university and the employee shall share in the proceeds therefrom.

(d) While an employee may, in accordance with university rules, engage in outside employment pursuant to a consulting agreement, requirements that an employee waive the employee’s or university’s rights to any inventions which

arise during the course of such outside employment must be approved by the Vice President for Research. An employee who proposes to engage in such outside employment shall furnish a copy of this patent policy to the outside employer prior to or at the time the consulting or any other agreement is signed, or if there is not a written agreement, before the employment begins.

(e) Students employed to work in research sponsored by outside agencies or otherwise funded with contract and grant funds, or who are using university support shall be governed by this rule.

#### (4) Reporting Procedures.

(a) The inventor shall report to the Vice President for Research the nature of the discovery or invention, together with an outline of the project and the conditions under which it was done. If the university wishes to assert its interest in the invention, the Vice President shall inform the inventor within 30 days. The Vice President shall conduct an investigation which shall assess the respective equities of the inventor and the university in the invention, and determine its importance and the extent to which the university should be involved in its protection, development and promotion. The Vice President shall inform the inventor of the university's decision to apply for the patent within a reasonable time, not to exceed 135 days from the date of the disclosure to the Vice President.

(b) The division, between the university and the inventor, of proceeds generated by the licensing or assignment of patent rights or trade secrets, shall be reflected in a written contract between the university and the inventor which shall comply with the division of proceeds schedule contained in the policy on file in the office of the Vice President for Research. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring agencies, but the inventor shall not commit any act which would tend to defeat the university's interest in the matter, and the university shall take any necessary step to protect such interest.

#### (5) Release of Rights.

(a) At any stage of making the patent application, or in the commercial application of an invention, if it has not otherwise assigned to a third party the right to pursue its interests, the President or representative may withdraw. At the request of the inventor in such case, the university shall return the patent rights to the inventor, in which case the patent shall be the inventor's property, and none of the costs incurred by the university or on its behalf shall be assessed against the inventor.

(b) All assignments or releases of inventions, including patent rights, by the President or representative to the inventor shall contain the provision that such invention, if patented by the inventor, shall be available royalty-free for governmental purposes of the State of Florida, unless otherwise agreed in writing by the university.

(6) Patent Committee. There shall be a Patent Committee appointed by the Vice President for Research. The committee shall, upon the request of the Vice President or his designee, advise whether the university should exert an interest in a particular invention, whether patent rights should be released to an inventor, and on any other matter relating to the exploitation of an invention. The committee shall also make recommendations on university patent policy and disputes arising under this rule.

Specific Authority BOG Regulation 1.001(3)(j), Reg. Procedure July 21, 2005. Law Implemented 240.227(1), (5), (13), 240.229 FS. History—New 9-30-75, Formerly 6C2-6.09, Amended 8-5-91.

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

APPENDIX B

DUES CHECK-OFF AUTHORIZATION FORM

UFF-FSU-GAU BARGAINING UNIT

I authorize the University Board of Trustees, through the University, to deduct from my pay, starting with the first full pay period commencing not earlier than seven (7) days from the date this authorization is received by the University, membership dues and uniform assessments of the United Faculty of Florida in such amount as may be established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the Florida State University Board of Trustees by the UFF, and I direct that the sum or sums so deducted be paid over to the UFF.

Dues payments to UFF are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

This authorization shall continue until either (1) revoked by me at any time upon thirty (30) days written notice to the University Personnel Office, or (2) the discontinuance of my status within this bargaining unit for more than two consecutive semesters (i.e. Fall-Spring, Spring-Summer, or Summer-Fall).

_____	_____
Date	Employee's Signature
_____	_____
FSU ID NUMBER	Name-printed
_____	_____
Department	University

Effective date if later than above: \_\_\_\_\_

Please return to your UFF-FSU-GAU Treasurer or UFF State Office, 306 East Park Avenue, Tallahassee, Florida 32301.

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

APPENDIX C

GRIEVANCE

I. GRIEVANT STEP I GRIEVANCE REPRESENTATIVE

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 Graduate Dean 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 Graduate Dean: \_\_\_\_\_

Copies of the Step 1 Decision shall be sent to:

Grievant  
Step 1 Representative  
Faculty Supervisor

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 President 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 President's office \_\_\_\_\_, by (check one): mail (certified or registered; restricted delivery; return receipt requested) \_\_\_\_\_; personal delivery \_\_\_\_\_.

Date of receipt by President's Office: \_\_\_\_\_

\_\_\_\_\_  
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 President's Office 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 President's Office on \_\_\_\_\_ by (check one): \_\_\_\_\_  
\_\_\_\_\_ Mail (certified or registered, restricted delivery, return receipt requested);  
\_\_\_\_\_ Personal delivery;  
\_\_\_\_\_ Other (specify) \_\_\_\_\_.

Date of receipt by President's Office: \_\_\_\_\_

\_\_\_\_\_  
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:

Office of the President  
211 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