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## MEMORANDUM

**TO:** Deans, Directors, and Department Chairs, and Graduate Directors

**FROM:** Renisha Gibbs, Associate Vice President for Human Resources and Finance & Administration Chief of Staff  
Mark Riley, Dean of the Graduate School

**DATE:** February 1, 2022

**SUBJECT:** Graduate Assistant Contract Administration Updates and Reminders

As a follow-up to the communication on November 10, 2021, regarding [Graduate Assistant Bonuses and Stipend Increases](#), this memorandum addresses the recent updates to the 2021-2024 FSU/BOT and United Faculty of Florida-Florida State University-Graduate Assistant United Collective Bargaining Agreement (CBA), which was ratified by UFF-FSU-GAU on November 3, 2021. This is important information on new requirements and reminders on other pertinent contract administration items.

### **Appointments**

The CBA was revised to increase the minimum appointment period for graduate assistants and additional requirements for appointment letters were added.

- 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.
- Where practicable, Graduate Assistants who are appointed in both the Fall and Spring semesters should receive an academic year appointment or should have appointment dates that are continuous between both semesters.
- A limited appointment is an individual appointment that may be for less than the minimum appointment period outlined above in the event that unforeseen or exceptional

circumstances arise. In this case, the department must provide an explanation to the Office of Human Resources, who will review and approve the appointment.

- Appointment letters must include the minimum elements/statements as outlined in the CBA. Two new statements have been added to the list of requirements: A statement that the Graduate Assistant Tuition Plan is available for all qualifying graduate assistants and information about where to access the University's non-discrimination and harassment policies. For a quick reference on all appointment letter requirements, please review the [Appointment Letter Checklist](#) provided by the Office of Human Resources.

### **Outside Employment**

The CBA was revised to remove the ability for departments to have departmental policies prohibiting outside employment. Previously, departments or individual programs could institute a policy that restricted outside employment for graduate assistants whose total stipend was above 125% of the minimum stipend. This has been removed as an option; however, departments may encourage students to limit their outside activity and focus on academic progress.

- 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. A conflict of interest is any situation in which the regard for the private interests of the employee tends to lead to a disregard of the employee's duties or interests owed to the University, or any activity that interferes with the full performance of the employee's obligations to the University.
- Additional FSU employment shall be permitted to the extent that such additional employment does not constitute a conflict of interest and complies with the workload limitations specified in the CBA as outlined below.

### **Workload**

The CBA was revised to clarify calculation of FTE.

- Graduate assistants should be assigned employment responsibilities during the dates of the appointment in the Fall or Spring semester that do not exceed ten (10) hours per week for a 0.25 FTE or twenty (20) hours per week for a 0.50 FTE. For summer appointments, FTE should be proportional to the average hours per week over the length of the entire summer semester.
- 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 listed above.

- 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.

### **Leaves of Absences and Other Leaves**

The CBA was revised to provide graduate assistants with domestic violence leave.

- 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.

### **Corrective Action**

The CBA was revised to include language regarding corrective actions for graduate assistants. Please see below for more details.

- 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 and with prior approval from Faculty Relations-HR and the Graduate School. However, the University encourages the use of a corrective action plan to address job-related behavior that does not meet expected work standards.
- Corrective actions may be provided as verbal counseling or as a written letter of counsel. Corrective actions shall be conducted in private.
- 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.
- 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.

- 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.
- Prior to any corrective action being taken, departments must contact Faculty Relations-HR for assistance.

### **Graduate Student Orientations**

The CBA was revised to provide orientation presentation time for UFF-FSU-GAU.

- 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.

### **Leave for Union Activities**

The CBA was revised to provide 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. No more than two (2) employees per department may be granted leave for union activities at any one time.
- For graduate assistants requesting leave for union activities, verification of eligibility can be confirmed by contacting Faculty Relations-HR.

### **Employment Performance Evaluations**

As a reminder, Employment Performance Evaluations are required for each graduate assistant 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 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.
- 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 Office of Human Resources and The Graduate School appreciates your assistance in ensuring compliance with the CBA provisions. Department contract compliance training will be provided upon request. Please contact Rebecca Peterson, Sr. Associate Director, Faculty Relations-HR, at [repeterson@fsu.edu](mailto:repeterson@fsu.edu) to request training.

Should you have any questions, please contact Rebecca Peterson or Tiffany Ward.

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