

**Memorandum of Understanding**  
University of Florida Graduate Assistants United and  
the University of Florida Board of Trustees  
Subject: COVID-19 Health Emergency

July 8, 2020

The purpose of this Memorandum of Understanding (MOU) is to address impacts on the bargaining unit resulting from emergency operational changes the University of Florida Board of Trustees (University) has made or may make as a result of the COVID-19 health emergency.

This MOU applies to articles within the 2017-2020 Collective Bargaining Agreement (CBA) between the University and GAU affected by emergency operational changes enacted by the University in the wake of the COVID-19 health emergency. This MOU will remain in effect through Fall 2020. Except for the modifications made by this MOU, all terms and conditions of the 2017- 2020 CBA remain in effect. If a new CBA is ratified by the parties prior to the termination or expiration of this MOU, this MOU will apply to the new CBA for as long as the MOU is in effect.

1. **NOTICE.** The COVID-19 health emergency has or may make it necessary for the University to enact emergency operational changes that may impact mandatory subjects of bargaining. The University agrees to provide copies of all such changes that impact the bargaining unit's wages, terms, and conditions of employment arising from the COVID-19 health emergency to the acting Co-Presidents and Chief Bargainer of GAU. Announcements of any such changes that go to University Graduate Assistants at large shall satisfy this requirement.
2. **TECHNICAL SUPPORT.** Under the circumstances of the COVID-19 health emergency and with the understanding that the University's IT resources are overburdened, the University shall continue to make best efforts to provide support and assistance with the online transition of course materials and instruction upon Graduate Assistant request.
3. **INTELLECTUAL PROPERTY.** Any Intellectual property created, made, or originated by a Graduate Assistant during the transition to online instruction shall remain governed by the terms of Article 14 Intellectual Property and Article 15, Outside Activities and Financial Conflict of Interest.
4. **PERFORMANCE EVALUATIONS.** For purposes of assessing performance, the University will instruct supervisors to consider the impacts of the COVID-19 health emergency on course evaluation data from Spring, Summer, and Fall 2020.

Employees shall comply with University mandates for remote instruction or work. Good faith efforts to comply with remote instruction or research work shall not constitute evidence of poor performance nor be used in any other way to reflect negatively on the Employee's job performance or to lead to or support adverse employment action against the Employee.

Travel restriction and the suspension of some types of research may impact a Graduate Assistant's contribution to research activity during the 2019-2020 evaluation period. Any accepted presentations or invitations that were cancelled due to the COVID-19 health emergency during the period governed by the annual evaluation may be included by the Graduate Assistant in materials used to assess performance.

Further, the University will direct supervisors to give weight to any special contributions made to advance teaching, learning, and research during the COVID-19 health emergency. Although not part of the sources of evaluation outlined in Articles 5 and 6, Graduate Assistants may provide their supervisor with a statement describing adverse impacts of the COVID-19 health emergency on their teaching/research/scholarship/creative activity for academic year 2020-2021 and any individual efforts to maintain department instructional continuity. These statements, or lack of statements, shall not negatively impact the annual evaluation but may be used for positive effect. The University will direct supervisors to review teaching/research/scholarship/creative activity in context of the impact of the COVID-19 health emergency.

5. **ACADEMIC PROGRESS.** Graduate Assistants whose appointments are curtailed, diminished, or terminated for failure to maintain satisfactory student status or make appropriate progress toward the degree, pursuant to Article 4.7(a)(2), shall be reappointed upon a sufficient showing that the purported failure to maintain satisfactory student status or make appropriate progress toward the degree is a *direct* result of:
  - a. A COVID-19 diagnosis that significantly incapacitated the Graduate Assistant, or
  - b. A COVID-19 diagnosis that significantly incapacitated someone who is dependent upon the Graduate Assistant for care or supervision (such as a child or elderly or disabled family member).
6. **WORK FLEXIBILITY.** With regard to hours and work location, the University will continue to be as flexible as operationally permissible within the context of

state or federal emergency health orders and guidance and the personal and family needs of Graduate Assistants, including permitting remote work and adjusting assignments and responsibilities where feasible, consistent with University policy on alternate work location.

7. FEES. For the duration of this MOU, the University shall not charge Distance Learning fees for research credit registrations. Services from these fees shall remain available to those in the bargaining unit.
8. EMERGENCY PAID SICK LEAVE. The University will comply with the provisions of Emergency Paid Sick Leave under the federal Families First Coronavirus Response Act.
9. PARKING. The University has significantly lifted campus parking decal restrictions in response to the COVID-19 health emergency. If the University places these restrictions back in place, it shall consult with the GAU regarding its impact on Graduate Assistants.
10. GRIEVANCES. Nothing herein shall preclude a Graduate Assistant's or GAU's right to file a grievance pursuant to Article 22.
11. CONTINUING NEGOTIATIONS. Nothing in this MOU shall be construed as a waiver of the University's right to implement measures pursuant to directives from appropriate state and/or federal authorities or that the University otherwise deems essential to protecting the health and safety of Graduate Assistants, students, faculty, and staff, including measures that impact the terms and conditions of this MOU. Nothing in this memorandum shall be construed as a waiver of the University's obligation to engage in bargaining over the impacts of such measures on GAU membership upon request by GAU and when required by law.