

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

The University of Florida Graduate Assistants United (GAU) and University of Florida Board of Trustees (University) are committed to maintaining a productive and efficient operation of the University of Florida (UF) in a safe and healthy environment. The purpose of this memorandum is to implement recommendations of the World Health Organization, United States Centers for Disease Control, and other measures aimed at supporting the public health of UF personnel and students, the State of Florida, the United States of America, and the international community. Except as specifically provided below, the terms and conditions outlined in this memorandum shall supersede any other University practice or policy until 60 days following the date the parties entered into this Memorandum, or the State of Emergency declared by the Governor in Executive Order No. 20-52 expires.

This Memorandum of Understanding will refer to articles within the 2017-2020 Collective Bargaining Agreement (CBA) between University of Florida Board of Trustees and Graduate Assistants United-United Faculty of Florida directly affected by emergency rules and regulations imposed by the University in the wake of the COVID-19 Health Emergency.

1. **DISCLOSURE.** The health emergency has made it necessary for the University to establish emergency rules and regulations that impact mandatory subjects of bargaining. The University agrees to provide copies of all changes in rules and regulations arising from the health emergency to the acting Co-Presidents and Chief Bargainer of GAU. (Art. 1.2; 3.1; 19.8)
2. **SUPPORT AND ASSISTANCE.** The University shall provide support and assistance with the online transition of course materials and instruction upon Graduate Assistant request. (Arts. 9.1; 9.2; 20.5)
3. **ACADEMIC FREEDOM.** Graduate Assistants shall maintain ownership over any course content and instructional materials they have generated arising from instructional duties during Spring 2020, Summer A 2020, Summer B 2020, and Summer C 2020 Teaching Assistant and Graduate Instructor appointments, including such materials made available online. This provision does not apply to materials commissioned by the University in writing and supported by University funding. (Art. 9)

4. HOLD HARMLESS FOR ONLINE TRANSITION. The parties acknowledge that remote instruction or research work conducted pursuant to this memorandum is necessarily not the intended format for delivery of the course material or research assignments. Graduate Assistants shall comply with University mandates for remote instruction or work. Compliance 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 Graduate Assistant's job performance or to lead to or support adverse employment action against the Graduate Assistant. (Art. 5)
 - a. The University shall waive its right to curtail, diminish, or terminate an appointment at any time due to a failure of an employee in the academic judgement of the University to maintain satisfactory student status or to make appropriate progress toward the degree. This provision of the Memorandum of Understanding shall remain in effect for the during Spring 2020, Summer A 2020, Summer B 2020, and Summer C 2020 semesters and the 2020-2021 academic year. (Art. 4.7(a)(2))
 - b. The University shall abide by all disciplinary provisions of the CBA in cases where an employee, in the academic judgement of the University, fails to maintain satisfactory student status or make appropriate progress toward the degree (Art. 21).
5. REPORTING FOR DUTY. Graduate Assistants shall complete assigned duties remotely to the extent possible. (Art. 20.3)
 - a. The University shall not require that Graduate Assistants report for duty in violation of any local, state, federal, or law enforcement order or in unsafe working conditions.
 - b. Graduate Assistants who elect to self-quarantine in response to presentation of COVID-19 symptomology shall be permitted to work from home without disciplinary action or loss of time pursuant to Articles 8.2 and 8.3.
 - c. Graduate Assistants cannot be expected to maintain regular work hours and care for (1) children sent home from school or whose schools have closed and (2) dependents presenting COVID-19 symptomology. The University shall make appropriate accommodations, and not penalize, including loss of time under Articles 8.2 and 8.3, Graduate Assistants for fulfilling parental or dependent-related duties arising from the COVID-19 health emergency.

6. SUSPENSION OF NON-ESSENTIAL RESEARCH. The University shall suspend all non-essential research work performed by Graduate Assistants. (Art. 20.3)

a. Essential research work is defined as any research work necessary to:

- i. ensure the well-being and maintenance of research animals,
- ii. ensure maintenance of perishable or not easily replaceable research materials or equipment, or
- iii. ensure progress on projects with narrow time frames approaching completion

b. Graduate Assistants will not be required to engage in clinical research involving proximal interaction with participants wherein they may be increasingly susceptible to transmission of COVID-19.

c. This provision does not affect non-essential research that can be performed remotely.

d. Research Supervisors and Principal Investigators are encouraged to develop individualized plans for Graduate Assistants working in research labs so that they can engage in required activities that do not require laboratory work.

i. In the event that a Principal Investigator/Research Supervisor and Research Assistant disagree as to whether an assignment constitutes “essential research work”, the University shall require that the Principal Investigator/Research Supervisor explain, in writing, (1) the necessity of completion of the subject research work, and (2) why the Research Assistant is in the best position to complete that specific work.

ii. Copies of the written explanation required under section (i) shall be produced to the Office of Research and GAU.

e. Graduate Assistants will not be unreasonably deprived of access to their workspaces, including research laboratories, equipment, or office space, assuming access is under safe conditions. (Art. 20.5)

7. INCREASED WORKLOAD. The COVID-19 health emergency and subsequent measures taken by the University have adversely impacted the workload of Graduate Assistants, including additional time to prepare online content and arrangements for

health and safety concerns. In assistance to the online transition and as compensation for the increased workload, every Graduate Assistant currently employed by the University shall receive a one-time payment of \$200 no later than four (4) weeks from the ratification of this Memorandum of Understanding. (Arts. 7 and 10)

8. FEES. The University agrees to suspend imposition of late fees for required payments under Art. 10.2 until May 5, 2020.
9. CONTINUED ON-CAMPUS HOUSING. The parties acknowledge that (1) a significant portion of Graduate Assistants are international students, (2) the COVID-19 health emergency has had dramatic effects on an individual's ability to travel or return to their home country, and (3) homelessness gravely impairs a Graduate Assistant's ability to perform appointment obligations and academic success. Accordingly, the University shall ensure Graduate Assistants who reside in on-campus housing will not be evicted or removed from on-campus housing during the COVID-19 health emergency. This provision does not apply to Graduate Assistants who reside off-campus. (Art. 20.3)
10. CONTINUED VIRAL TESTING. The University shall continue to provide free COVID-19 testing for Graduate Assistants. (Art. 12)
11. PARKING. To minimize time spent traveling through campus, the University shall lift parking decal requirements in student areas including Green Decal, Red Decal and Park-and-Ride areas. (Art. 20.3)
12. GRIEVANCES. Nothing herein shall preclude a Graduate Assistant's or GAU's right to file a grievance (Art. 22).
13. CONTINUING NEGOTIATIONS. The impacts of COVID-19 on the UF community are changing constantly. Nothing in this memorandum shall be construed as a waiver of the University's right to implement measures pursuant to directives from appropriate local, 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. Nothing in this memorandum shall be construed as a waiver of the University's obligation to engage in bargaining over the impacts of such decisions upon request by GAU. (Art. 23.3)